CDBG COMPLIANCE AGREEMENT

This CDBG Compliance Agreement (this "Agreement") is made and entered into to be effective as of [_____, 2025] ("Effective Date") by and between, [DEVELOPER], [a _____] ("Developer"), and Harris County Housing Finance Corporation, a Texas public nonprofit housing finance corporation ("HCHFC"), collectively referred to herein as the "Parties" and individually as a "Party".

Recitals

Harris County, Texas (the "County") has received funds from the United States Department of Housing and Urban Development ("HUD"), through the Community Development Block Grant program ("CDBG"), under the regulations at 24 CFR Part 570, established pursuant to title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq*.), with which the County desires to meet the national objective of benefitting low- and moderate-income citizens through performing or supporting housing activities to provide permanent residential structures to be occupied by low and moderate income households in accordance with 24 CFR 570.208(a)(3) ("National Objective").

The County previously made a subaward of CDBG funds to HCHFC, which subaward was further subawarded to HCHFC Eastex Freeway Landowner, LLC, a Texas limited liability company ("Landowner"), whose sole member is HCHFC, for the acquisition of certain real property known as 0 Eastex Freeway, Houston, Texas 77039 (the "Property") pursuant to that certain Subrecipient Agreement dated [_____, 2025] made by and between the County and HCHFC (the "Subrecipient Agreement").

The Property is anticipated to be leased by Landowner, as landlord, to Developer, as tenant, pursuant to that certain Ground Lease dated [as of the date hereof] (the "Ground Lease") for the development, construction, and operation of a multifamily apartment complex with at least 51% of the available units reserved as income and rent restricted units in accordance with CDBG requirements and the terms of this Agreement.

In consideration of Landowner entering into the Ground Lease with Developer, HCHFC requires Developer to enter into this Agreement to ensure compliance with applicable CDBG requirements and the conditions of the award of CDBG funds from HUD and the Subrecipient Agreement.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. GENERAL SCOPE OF SERVICES

A) Developer acknowledges and agrees the acquisition of the Property by Landowner was funded in whole or in part with CDBG funds pursuant to the Subrecipient Agreement and, as material consideration for Landowner's lease of the Property to Developer, Developer must comply with the terms of this Agreement and all applicable CDBG requirements, including, without limitation, that the Project meet the National Objective.

B) Developer must develop, construct, operate, and maintain a [220]-unit multifamily residential apartment complex on the Property to be known as [ ] (the "Project"), with at least 51% of the available units reserved as income and rent restricted multifamily apartment units for a period of not less than twenty (20) years (the "Affordable Units") in accordance with the terms of this Agreement, the Ground Lease, and the Declaration (hereinafter defined).

C) All required activities for the anticipated development, construction, operation, and maintenance of the Project, including the Affordable Units, by Developer will hereinafter be referred to collectively as the "Services." The Services will be performed in compliance with the terms of this Agreement, including, without limitation the terms of the Contract Documents (defined below), and in compliance with all applicable federal, state, and local laws, statutes, codes, orders, ordinances, rules, and regulations, including, without limitation, applicable requirements of the CDBG regulations (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards (2 CFR Part 200) (collectively, "Applicable Laws").

D) "Contract Documents" will include this Agreement and the following, all as attached hereto and incorporated herein by reference for all purposes, which must be in the form attached or such other form satisfactory to HCHFC in its sole discretion:

i. Exhibit A – Regulatory Agreement and Declaration of Covenants and Restrictions ("Declaration"),

ii. Exhibit B – Conflict of Interest Policy,

iii. [Exhibit [__] – HCHCD Construction Standards and Policies,]

iv. [Exhibit [__] – Harris County Insurance Requirements and Certificate of Insurance,]

v. [Exhibit [__]– Harris County Minimum Property Standards,]

vi. [Exhibit [__] – Lease Addendum,]

vii. [Exhibit [__] – Rental Housing Project—Compliance Report Form,]

viii. [Exhibit [__] – Section 504 Survey and Transition Plan Format,] [and]

ix. [Exhibit [__] – Affirmative Marketing Policy and Procedures].

Commented [1]: BBK: Bracewell to confirm

The Contract Documents for the Project shall, unless defined otherwise in the Agreement, include any and all amendments and modifications to the Agreement (including related attachments, exhibits, and reference documents), which shall be for all intents and purposes, upon execution, attached and incorporated into this Agreement by reference;

In interpreting this Agreement and resolving any conflicts or ambiguities, the main body of this Agreement shall control over the exhibits, and any inconsistency between the exhibits shall be resolved, except as otherwise expressly specified in this Agreement, in

the following order – [Exhibit [__] …], with the remaining Exhibits being interpreted so as to give the maximum weight to all terms in this Agreement. A higher order document will supersede a lower order document to the extent necessary to resolve any inconsistencies between the documents; however, silence on any matter in a higher order document will not negate the provision of a lower order document as to that matter. Any ambiguities or inconsistencies among documents of identical precedence will be resolved by giving precedence to the most recent document. Notwithstanding the order of precedence set forth above, in the event of a conflict within the Contract Documents of the same priority, HCHFC shall have the right, at its sole discretion, to determine which provision applies.

E) Unless otherwise stated in this Agreement, words that have well-known technical or industry meanings are used in accordance with such recognized meaning.

II. REPRESENTATIONS AND WARRANTIES

A) Developer certifies it is duly organized, validly existing, and in good standing and registered with the Texas Secretary of State to transact business in Texas and is current on state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts of in good standing.

B) Developer is not in breach of any other contract, obligation, or covenant that would affect Developer's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any contract to which Developer is a party or any of Developer's obligations or covenants thereunder.

C) Developer must apply the terms and conditions indicated in this Agreement to any contract or subcontract. Developer agrees it is at all times responsible for the performance of its contractors and subcontractors. No term or agreement of any agreement with any contractor or subcontractor shall alter the terms and conditions of this Agreement.

D) Developer is fully qualified and capable of performing the Services called for in this Agreement and is willing to perform these Services.

E) [Developer is qualified as a Community Based Development Organization ("CBDO") pursuant to 24 CFR 570.204(c),]

III. TERM

The Term (the "Term") of this Agreement shall commence upon the Effective Date and, except for such provisions of this Agreement that expressly survive expiration or termination hereof, will terminate on the date that is twenty (20) years from the Project Completion Date (as that term is defined in Article VII of this Agreement), unless earlier extended or terminated by HCHFC in writing in accordance with the terms of this Agreement.

IV. DEVELOPER'S RESPONSIBILITIES

A) Developer agrees it has reviewed all Applicable Laws applicable to the Services and Project under this Agreement. Developer must comply with, and ensure the Services are

performed in compliance with and that the Project complies with the applicable requirements of the Contract Documents and all Applicable Laws. Developer is responsible for and must bear all costs attributable to correction, subject to the satisfaction of HCHFC, of any noncompliance with Applicable Laws and for compliance with any changed or new or additional statutes, laws, regulations and codes applicable to the Services or Project that become effective subsequent to the Effective Date.

B) Developer must perform, or cause the performance of, the Services in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry for such activities. Developer must obtain and maintain, at its sole cost and expense, all required licenses, registrations, accreditation, permits, and approvals applicable to the Services and Project.

C) Developer warrants construction of the Project shall be free of any defect in equipment, material, or design furnished, or workmanship. This warranty must continue for a period of one (1) year from the Project Completion Date. Developer must repair or remedy, at no cost to HCHFC, any defect or failure to conform, and Developer further warrants such repairs or replacements for one (1) year from the date of any such repair or replacement. HCHFC or any Eligible Household (hereinafter defined) may notify Developer of the discovery of any failure, defect, or damage, and Developer must promptly commence, and diligently pursue to completion, all repairs or remedies. Developer's warranty obligations shall survive expiration or termination of this Agreement.

V. PROJECT COMPLETION; AFFORDABILITY REQUIREMENTS

A) Developer must complete construction of the Project within twenty (20) months after the Effective Date, subject to delays caused by *Force Majeure* Events (as that term is defined in Article X of this Agreement), but in no event later than twenty-four (24) months following the Effective Date. The Project shall be deemed complete on the earliest date that certificates of occupancy have been issued for all units in the Project and all Affordable Units are occupied by Eligible Households, as defined below (the "Project Completion Date"). Further, Developer must cause the Project to meet certain affordability requirements during the period of time commencing on the Project Completion Date and continuing thereafter for a period of twenty (20) years (the "Affordability Period"). The Parties anticipate that Developer, or its successors or assigns, shall have a leasehold estate in and to the Property prior to the start of construction of the Project and throughout the Affordability Period.

B) At least fifty-one percent (51%) of the residential units within the Project shall be Affordable Units and shall be leased to and occupied by, or held available for occupancy by, income-eligible individuals or families earning eighty percent (80%) or less of the Area Median Family Income for Harris County, Texas ("AMFI"), as determined by HUD and published annually by the Texas Department of Housing and Community Affairs ("TDHCA"), [or any more restrictive income limitation determined or approved by the Director of the County's Housing and Community Development Department in its sole discretion,] such individuals and households hereinafter referred to as "Eligible Households."

Throughout the Affordability Period, the following shall apply:

(i) Rental rates for the Affordable Units shall be affordable, which means that the rent should be affordable to Eligible Households with the applicable required AMFI categories. It is presumed that the maximum rental rates established by TDHCA, as same may be amended from time to time, for each of the corresponding required categories for the AMFI and number of bedrooms, are affordable. In the event that an Eligible Household utilizes a voucher for the lease of an Affordable Unit, the applicable rent for such Affordable Unit shall be the greater of (i) the applicable maximum TDHCA rent for that Affordable Unit or (ii) the amount of the voucher; provided, however, that in no event shall the amount of rent payable by an Eligible Household utilizing a voucher exceed the applicable maximum TDHCA rent for that Affordable Unit.

(ii) The "Allowances for Tenant-Furnished Utilities and Other Services" approved annually by the County must be utilized. Alternatively, with HCHFC's prior consent, the utility allowances derived by a third party which utilized the Energy Consumption Model Methodology, as approved in 26 CFR 1.42-10 and in the Texas Administrative Code, Title 10, Part 1, Chapter 10, Subchapter F, §10.614, Utility Allowances, or subsequent revisions and/or substitutions thereto, may be submitted and used.

VI. TEXAS PUBLIC INFORMATION ACT

A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended, and the Open Meetings Act, Texas Government Code, Chapter 551, as amended (collectively, the "PIA"). Developer expressly understands and agrees that HCHFC shall release any and all information necessary to comply with the PIA and other applicable Texas law without the prior written consent of Developer.

B) It is expressly understood and agreed that HCHFC and its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the PIA to any materials or information furnished to HCHFC, whether or not the same are available to the public. It is further understood that HCHFC and its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that HCHFC and its officers and employees shall have no liability or obligations to Developer for the disclosure to the public, or to any person or persons, of any materials or information, or a part thereof, furnished to HCHFC in reliance on any advice, decision or opinion of the Attorney General.

C) In the event HCHFC receives a written request for information pursuant to the PIA that affects Developer's rights, title to, or interest in any materials or information or a part thereof, furnished to HCHFC by Developer under this Agreement, then HCHFC will notify Developer of such request. Developer may, at its own option and expense, upon notice to HCHFC of Developer's intent, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure

pursuant to the requirements of the PIA. Developer is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the PIA. Developer is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

D) Developer affirmatively consents to the disclosure of its e-mail addresses that are provided to HCFHC, including any agency or department of same. This consent is intended to comply with the requirements of the PIA and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Developer and agents acting on behalf of Developer and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

VII. DEFAULT; REMEDIES; TERMINATION

A) Events of Default. Developer shall have the opportunity to cure any breach of or default under this Agreement within either (i) the time period provided or, (ii) if not otherwise provided, thirty (30) days after HCHFC provides notice of such breach or default to Developer. Each of the following that is not fully cured within the applicable notice and cure period shall constitute an "Event of Default" under this Agreement:

i. Developer fails to comply with any of the terms, conditions, covenants, duties, requirements, obligations, or similar of Developer in this Agreement.

ii. Failure by Developer to timely commence or complete the Project by the Project Completion Date or

iii. Failure of Developer or the Project to comply with the requirements of the Contract Documents and Applicable Laws, including, without limitation, applicable CDBG requirements[, requirements of any loans from HCHFC to Developer for the Project,] [and requirements of TDHCA in connection with housing tax credits for the Project], as determined by HCHFC.

iv. Any breach or default of Developer under the Ground Lease, the Declaration, or any other agreements or instruments entered into by Developer in connection with the Project, subject to applicable notice and cure periods.

v. Developer sells, assigns, conveys, disposes of, encumbers, mortgages, or otherwise transfers all or any part of the Project or its interest in the Property (except as expressly provided in this Agreement and excluding leases to Eligible Households as contemplated under this Agreement), without the prior approval of HCHFC during the Affordability Period.

vi. Any material representation or material warranty when made by Developer in this Agreement proves to have been untrue in any material respect, and such misrepresentation has an adverse effect on the Developer or the Project, as reasonably determined by HCHFC.

vii. Developer dissolves or liquidates, merges with or is consolidated into any other entity, modifies or amends its organizational documents in any material respect without the consent of HCHFC, or fails to remain in good standing; provided, however, amendments to Developer's organizational documents that solely effect a transfer of interests of any investor partner or member of Developer and do not materially and adversely affect HCHFC or the Project or create a breach or default under any other agreements made by Developer in connection with the Project shall not constitute an Event of Default.

viii. Developer (i) applies for or consents to the appointment of a receiver, trustee or liquidator, (ii) is unable, or admits in writing its inability, to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors or takes any similar action for the protection of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or files a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law or an answer admitting the material allegations of a petition filed against it in any bankruptcy or insolvency proceeding, or any action is taken by Developer for the purpose of effecting any of the foregoing.

ix. An order, judgment or decree is entered without the application, approval, or consent of Developer by any court of competent jurisdiction appointing a receiver, trustee, or liquidator of Borrower or of all or a substantial part of the assets of Borrower, and such order, judgment, or decree shall continue unstayed and in effect for a period of sixty (60) consecutive days.

x. If Borrower executes any chattel mortgage, deed of trust, security agreement or other security instrument covering Borrower's interest in the Property, the Improvements, or the appurtenances thereto or covering articles of personal property placed in the Improvements, or files a financing statement publishing notice of such security agreement, without the prior written consent of Lender, provided, however, this section shall not apply to the senior permanent loan or the construction loan;

xi. Any levy, attachment, or garnishment is issued or if any lien for the performance of work or the supply of materials is filed against any part of the Project and remains unsatisfied or unbonded (to the satisfaction of HCHFC) for a period of thirty (30) days after the date of filing thereof.

Developer's investor partner or member or a senior lender providing Project financing and approved by HCHFC shall each have the right, but not the obligation, to cure any Event of Default hereunder within the applicable time frame provided to Developer, and HCHFC agrees that any cure of any default made or tendered by such investor or senior lender shall be deemed to be a cure by Developer and shall be accepted or rejected on the same basis as if made or tendered by Developer.

B) Remedies.

i. Upon the occurrence of an Event of Default, HCHFC shall have the right (but not the obligation), in addition to any other right or remedy under this Agreement, at

law, or in equity, to immediately suspend or terminate this Agreement, perform the Services and all work necessary to complete the Project, or avail themselves of any other equitable or legal remedy available.

ii. HCHFC shall have the right to take whatever steps they deem necessary to complete or correct deficiencies in the Project, including, without limitation, to employ such architects, engineers, and contractors as may be required, and charge the cost thereof to Developer, and Developer agrees it is liable, and that HCHFC shall have no liability to Developer, for the full cost of such completion or corrective action, including, without limitation, overhead, profit, and attorneys' fees.

iii. In addition to any other rights and remedies, HCHFC may elect to pursue the remedies provided under 2 CFR 200.339, including the following:

i) Modify any plans, budget, compensation terms, schedules, manner of providing services or other activities in connection with this Agreement, or take other actions directed or recommended by the State or Federal government;

ii) Elect to have Developer re-perform or cause to be re-performed, at Developer's sole expense, any work which failed to meet the requirements of this Agreement;

iii) In the case of goods, reject the goods and require Developer to provide replacement goods that meet the needs of HCHFC and the terms of this Agreement; or

iv) Hire another contractor, subcontractor, or vendor to perform the work and deduct any additional costs incurred by HCHFC as a result of substituting contractors, subcontractors, or vendors from any amounts due to Developer.

C) Ownership of Documents. Information, programs, software, firmware, designs, hardware, documentation, data, source code, plans, forms, maps, products, graphics, reports, and any literary works and other works of authorship created under or in connection with this Agreement, including drafts (collectively the "Documents"), shall be delivered to HCHFC when this Agreement expires or is terminated. Developer acknowledges and agrees it has no ownership in the Documents, and such Documents are owned by HCHFC.

D) Termination Provisions. After termination of this Agreement, Developer must immediately discontinue the Services and deliver to HCHFC and transfer title to all provided materials and completed work, and work in progress, including, without limitation, the Documents. The rights and remedies provided in this article are in addition to any other rights and remedies provided under this Agreement, at law, or in equity, including, without limitation, the right to specific performance. Developer hereby waives any and all claims for any damages, including, without limitation, special, indirect, punitive, incidental, exemplary, or consequential damages, losses, or lost profits, that might arise from HCHFC's act of terminating this Agreement, and HCHFC shall not be liable for any costs.

E) *Force Majeure*. Notwithstanding anything to the contrary set forth in this Agreement, all deadlines and other dates relating solely to the completion of the Project and the Project Completion Date set forth herein, including, without limitation, notice and cure periods, shall be extended for delays caused by *Force Majeure* Events to the extent completion of the Project is actually affected by such circumstances and to the extent that due diligence is being used to resume performance at the earliest practicable time. "*Force Majeure* Events" shall mean events or occurrences that are not reasonably within the control of and are not able to be avoided with the exercise of reasonable due diligence by the non-performing Party and that actually prevent or delay such Party's performance of one or more of its obligations under this Agreement, including the following or similar events or occurrences meeting this definition: Acts of God; strikes (including walk-outs and work stoppages due to a labor dispute); lockouts or other industrial disturbances; acts of public enemies; orders of any kind of any governmental authority, including without limitation any civil or military authority; insurrections; riots; arrests and restraint of government and people; theft; vandalism; government shut down orders resulting from epidemics and pandemics; applicable governmental declarations of regional and/or national emergency; landslides; lightning; earthquakes; fire; hurricanes; extreme storms; floods; washouts; droughts; civil disturbances; explosions; Hazardous Materials or environmental contamination not caused by any acts or omissions of or attributable to Developer (including its affiliates, officers, managers, employees, agents, contractors, subcontractors, or representatives); breakage or accident to machinery, transmission pipes or canals; and/or partial or entire failure of utilities. Should such circumstances occur, the non-performing Party shall, as soon as reasonably practicable, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

Notwithstanding anything to the contrary in this Agreement, in the event any delay in Developer's performance, whether or not such delay is due to any *Force Majeure* Events, continues for more than one hundred twenty (120) consecutive days, HCHFC shall have the right to terminate this Agreement with no liability to HCHFC or further obligation to Developer, in addition to any other rights and remedies under this Agreement, at law, or in equity.

F) Confidential Information. Subject at all times to all record keeping and other obligations set forth herein, within thirty (30) days following written request following termination of this Agreement, each Party must return or destroy all information marked as confidential by the other Party in its possession and must not make or retain any copies of such confidential information except as provided for under this Agreement or as required to comply with any applicable legal or accounting record keeping requirements.

VIII. NOTICE

A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Parties at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise

provided in this Agreement, all notices shall be delivered to the following addresses, with a courtesy copy provided to the other Parties by email at address(es) provided below:

To Developer: [INSERT]

To HCHFC: Harris County Housing Finance Corporation
c/o Harris County Housing and Community Development
1111 Fannin Street, 9th Floor
Houston, Texas 77002
Attn: Rene Martinez
Email: rene.martinez@harriscountytx.gov

With a copy to: Harris County Housing and Community Development
1111 Fannin Street, 9th Floor
Houston, Texas 77002
Attn: Thao Costis
Email: thao.costis@harriscountytx.gov

A Party may designate a different address by giving ten (10) days' written notice.

IX. INDEMNIFICATION

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL ACCEPTANCE IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

TO THE EXTENT NOT OTHERWISE PROHIBITED UNDER THE LAWS OF THE STATE OF TEXAS AND THE TEXAS CONSTITUTION, DEVELOPER (THE "INDEMNIFYING PARTY") MUST INDEMNIFY, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO HCHFC, AS APPLICABLE), RELEASE, AND HOLD HARMLESS THE HCFHC AND ITS OFFICERS, OFFICIALS, DIRECTORS, MANAGERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, DEMAND, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COURT COSTS) THAT MAY BE INCURRED BY THE INDEMNIFIED PARTIES IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON ANY OF THE INDEMNIFIED PARTIES AS THE RESULT OF SUCH ACTIVITIES BY THE INDEMNIFYING PARTY OR ANOTHER ENTITY OVER WHICH THE INDEMNIFYING PARTY EXERCISES CONTROL OR FOR WHOSE ACTS INDEMNIFYING PARTY MAY BE LIABLE (INCLUDING, WITHOUT LIMITATION, OFFICERS, OFFICIALS, DIRECTORS, MANAGERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS) OF ANY KIND OR CHARACTER WHATSOEVER THAT MAY BE ASSERTED OR

ACCRUE AGAINST AN INDEMNIFIED PARTY DUE TO, ARISING OUT OF, OR IN CONNECTION WITH ANY INTENTIONAL TORT; PERSONAL INJURY, DEATH, OR DAMAGE TO PROPERTY; INTELLECTUAL PROPERTY INFRINGEMENT; FAILURE TO PAY A LABORER, SUPPLIER, OR ANY OTHER PARTY; BANKRUPTCY, STATE OR FEDERAL TAX LEVIES OR LIENS, OR OTHER SIMILAR LEGAL PROCEEDINGS AFFECTING THE INDEMNIFYING PARTY, IN WHICH THE INDEMNIFIED PARTIES MAY BECOME IN ANY WAY INVOLVED; OR ANY OTHER ACT, ERROR, OR OMISSION COMMITTED BY THE INDEMNIFYING PARTY OR ANOTHER ENTITY OVER WHICH THE INDEMNIFYING PARTY EXERCISES CONTROL OR FOR WHOSE ACTS INDEMNIFYING PARTY MAY BE LIABLE, RELATING TO OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT, AND WHICH DOES NOT RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE APPLICABLE INDEMNIFIED PARTIES. HCHFC WILL PROVIDE THE INDEMNIFYING PARTY PROMPT,WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT AND SHALL REASONABLY COOPERATE WITH THE INDEMNIFYING PARTY IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION OF THE INDEMNIFYING PARTY OR ANOTHER ENTITY OVER WHICH THE INDEMNIFYING PARTY EXERCISES CONTROL, THE INDEMNIFYING PARTY MUST MAKE EVERY EFFORT, INCLUDING, BUT NOT LIMITED TO, SECURING A BOND IN ACCORDANCE WITH APPLICABLE LAWS AND SATISFACTORY TO HCHFC TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.

HCHFC RESERVES THE RIGHT TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

X. COMPLIANCE AND STANDARDS

A) Confidential Information. The Parties agree to keep confidential the contents of all confidential discussions among the Parties. Except where disclosure is required by the PIA or other Applicable Laws, the Parties agree to keep confidential the contents of all confidential records disclosed by the disclosing Party and other information identified by the disclosing Party as confidential or deemed confidential by Applicable Laws and obtained during the performance of Services under this Agreement. Except for contractors, subcontractors, suppliers, and vendors who have a need to know in order to perform their respective scope of work in support of this Agreement and who are subjected to similar confidentiality obligations as those set forth herein, the Parties must not release any confidential information unless the disclosing Party, in writing, authorizes such release of specific, confidential information to any third parties.

The Parties must not access any information they are not authorized to receive, whether such authorization comes through this Agreement or otherwise. Developer must not copy,

recreate, or use any proprietary information or proprietary documents obtained from HCHFC in connection with this Agreement other than for the performance of this Agreement.

Developer must not divulge or otherwise make use of the trade secrets or confidential information, procedures, or policies of any former employer, client, or customer in the performance of this Agreement. Developer must not copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.

B) Conflict of Interest. Developer must submit its conflict of interest policy [within ninety (90) days after the Effective Date] to HCFHC for its review and approval. Such policy must comply with all Applicable Laws and generally provide, at a minimum, that no employee, agent, consultant, officer, or official of Developer who exercises or has exercised any functions or responsibilities with respect to CDBG funds, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an activity assisted with CDBG funds, such as the Project, or have a financial interest in any contract, subcontract, or agreement with respect to an activity assisted with CDBG funds, or with respect to the proceeds of the activity assisted with CDBG funds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter, except pursuant to an exception granted by HUD in accordance with 24 CFR 570.611(d), and, for breach or violation of this provision, HCHFC shall have the right to terminate the Agreement without liability or, in their discretion, to recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee. Developer must require compliance by its contractors and subcontractors with the approved policy.

C) Lobbying. Developer must not use funds received under this Agreement to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C. § 1352 (2003), if at any time during the Term of this Agreement federal funding to Developer exceeds $100,000.00, Developer must file with HCHFC and the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

D) Affiliated Entities. Developer must not enter into any subcontract, contract agreement, purchase order, or other arrangement ("Arrangement") for the furnishing of all or any portion of the materials or labor in connection with the Services or the Project with any party or entity if such party or entity is an Affiliated Entity (as defined below) of Developer, unless approval of such Arrangement has been granted by County after full disclosure in writing by Developer to County of such affiliation or relationship and all details relating to the proposed Arrangement. "Affiliated Entity" means business concerns or individuals if, directly or indirectly –

i) Either one controls or can control the other party; or

ii) A third-party controls or can control both.

Any holder of more than ten percent (10%) of the issued and outstanding shares of another entity shall be deemed to have a controlling interest in said entity.

E) No Federal Exclusion.

i) Neither Developer nor any of its employees is an "Ineligible Person." An "Ineligible Person" is an individual or entity who:

a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or nonprocurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,

b) has been convicted of a criminal offense related to the provision of health care items or services within the rules and regulations of 42 USC §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

ii) Developer must promptly report to HCHFC if it becomes an "Ineligible Person" during the Term of this Agreement, or to cease assigning any employee to provide Services if the employee becomes an "Ineligible Person" during the Term of this Agreement.

a) Developer is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) – List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC/Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Developer must immediately notify HCHFC of any such exclusion or suspension. Developer is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with HCHFC. No person who has an ownership or controlling interest in Developer's business or who is an agent, principal, or managing employee of Developer has been convicted of a criminal offense related to involvement in any federal program.

F) Whistleblower Protection Act. Developer understands and agrees that this Agreement and its employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239). Developer must inform its employees in writing,

in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712. Developer must insert the substance of this clause ("Whistleblower Protection Act") in all contracts and subcontracts for the provision of Services under this Agreement.

G) Interested Parties. Prior to execution of the Agreement, Developer must complete Form 1295 in accordance with Texas Government Code Section 2252.908 concerning "Interested Parties." The information on the form must be complete and accurate.

H) Compliance with Federal Requirements. Developer agrees to comply with all Applicable Laws. Developer acknowledges and agrees the Project is being assisted with CDBG funds and agrees to comply with all applicable CDBG requirements. With respect to any conflict between such federal requirements and the terms of the Agreement and/or the provisions of state/local law, the strictest requirement shall control, except as otherwise required under federal law or regulation. Violations of law will be referred to the proper authority in the applicable jurisdiction.

I) Procurement. Developer must submit its procurement procedures [within ninety (90) days after the Effective Date], but in all events prior to entering into any contracts or subcontracts, to HCFHC for its review and approval. Such procedures must comply with all Applicable Laws.

J) Reporting Obligations. Developer must submit to HCHFC, in form and substance satisfactory to HCHFC, regular monthly progress and financial reports containing, at a minimum, information satisfying the applicable recordkeeping requirements prescribed to the County under 24 CFR 570.506 and in compliance with all Applicable Laws.

K) Displacement and Relocation. Developer must perform, or cause performance of, all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of the Services or the Project. If the Services or Project will result in the displacement of persons, Developer must comply with the requirements of 24 CFR 576.408 and the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations at 49 CFR Part 24. Temporary relocation as a result of the Services or the Project is not permitted, and any relocation should be treated as a permanent displacement.

L) Program Fraud & False or Fraudulent Statements or Related Acts. Developer must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of contractors and subcontractors pertaining to any matter resulting from a contract in connection with the Project or this Agreement.

M) Fraud, Waste, and Abuse Reporting. Developer must promptly report to HCHFC and the County, through the County's Fraud, Waste, or Abuse Hotline, and also notify HCHFC in accordance with all the Notice provisions contained in this Agreement, of all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at: https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html.

XI. ADMINISTRATIVE REQUIREMENTS

A) Financial Management. Developer agrees to comply with and adhere to any accounting principles and procedures required by federal law, as well as utilize adequate internal controls relating to performance of this Agreement. Developer's accounting system to record expenditures must be established and maintained in accordance with generally accepted, sound accounting standards and as may be directed by HCHFC.

B) Contractor Oversight. Developer must maintain oversight of all activities under this Agreement and ensure that for any contractors and subcontractors perform according to the terms and conditions of the contracts and the terms and conditions of this Agreement.

C) Audits, Documentation & Recordkeeping/Record Retention. Developer must maintain records sufficient to enable HCHFC to (1) determine whether the Developer has complied with this Agreement, applicable Federal statutes and regulations, and the Award Terms and Conditions and (2) satisfy recordkeeping requirements applicable to the County through regulations and guidance issued by HUD, including particularly 24 CFR 570.506.

i) The County, HCHFC, any Federal agency (including without limitation any federal Inspectors General), the Comptroller General of the United States, or any of their authorized representatives (each an "Auditor"), shall have the right of access to any facilities and to any records, documents, financial statements, papers, or other records of the Developer in order to make audits, examinations, excerpts, and transcripts related to this Agreement or the Project. Developer must cooperate with such examinations, studies, and audits and provide the Auditor with such documents, including without limitation Developer's backup and support data related to any work, materials, and billings under this Agreement. The Auditor may perform such examinations, studies, and audits before or after payment. The right of access for any Auditor also includes timely and reasonable access to the Developer's personnel for the purpose of interview and discussion related to such documents. Developer agrees that in the event its performance under this Agreement is subjected to audit exceptions by appropriate federal audit agencies, Developer is responsible for complying with such exceptions and paying HCHFC the full amount of HCHFC's liability to the funding agency resulting from such audit exceptions.

ii) All of Developer's contractors, successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing access to records, accounts, documents, information, and facilities.

iii) Developer and its contractors, successors, transferees, assignees, and subcontractors must retain sufficient records for HCHFC and the County to comply with 2 CFR Part 200 (as modified by 24 CFR 570.502), which may include, but are not limited to, financial records, supporting documents, statistical records, and all other records pertinent to the Agreement or the Project. In accordance with the requirements for HCHFC and the County set forth and in accordance with 2 CFR Part 200 (as modified by 24 CFR 570.502)

and any applicable guidance from HUD, records must be maintained by Developer for a period of five (5) years after this Agreement has ended and the work has concluded; provided, however, in the event of litigation, claim, or audit, the records must be retained until all litigation, claims, and audit findings involving the records have been fully resolved.

iv) **This section shall survive termination of this Agreement.**

D) Personally Identifiable Information. Developer must take reasonable measures to safeguard protected personally identifiable information, and other information HCHFC designates as sensitive consistent with Applicable Laws regarding privacy and obligations of confidentiality. For purposes of this provision, the definition for personally identifiable information found at 2 CFR 200.1 is incorporated herein.

E) Monitoring & Compliance. To the extent required and in accordance with 2 CFR Part 200 (as modified by 24 CFR 570.502), HCHFC shall have the right to monitor the activities of Developer as necessary and in accordance with applicable regulations on monitoring and management (particularly 2 CFR 200.331–200.332 and 2 CFR 200.333, as modified by 24 CFR 570.502) to ensure Developer's compliance with all the requirements of this Agreement, including the timeframes and performance goals associated with the Services and Activities. Substandard performance as determined by HCHFC will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Developer within seven (7) days after being notified by HCHFC, HCHFC may impose additional conditions on Developer and its use of funds (per 2 CFR 200.208), suspend or terminate this Agreement, or initiate other remedies for noncompliance. To ensure proper accountability and compliance with program requirements and achievement of performance goals that are set forth in this Agreement, monitoring of Developer may include:

i) Reviewing financial and performance reports required by HCHFC.

ii) Following-up and ensuring that Developer takes timely and appropriate action on all deficiencies pertaining to this Agreement detected through audits, on-site reviews, and other means.

i) Providing Developer with training and technical assistance on CDBG-related matters;

ii) Performing on-site reviews of Developer's operations; and

iii) Any other actions described in 24 CFR 570.910(b).

XII. PUBLIC CONTACT

No Party shall release any material or information to a third party on behalf of the other Party without the express written consent of that Party. Contact with the news media, citizens of Harris County, or governmental agencies shall be coordinated between the Parties to ensure that each Party complies with this provision.

XIII. APPLICABLE LAW AND VENUE

A) The Agreement is subject to all Applicable Laws relating to the Agreement.

B) This Agreement is governed by the laws of the State of Texas, without regard to any conflict of law principles, unless federal law controls as to the issue.

C) The forum for any action under or related to the Agreement is exclusively in a state or federal court (if the latter has or can acquire subject matter jurisdiction) located in Harris County, Texas. Each Party irrevocably submits to personal jurisdiction in the state or federal courts of Harris County, Texas.

D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas, and each Party waives any objection based on improper venue or forum non conveniens.

XIV. PROHIBITION ON LIENS

In accordance with Texas Property Code Section 43.002, neither Developer nor its contractors, subcontractors, employees, representatives, or agents will create or place, or permit to be created or placed, a lien or any other encumbrance on the Property. If any such lien or encumbrance is placed on the property, Developer must pursue any and all lawful efforts, including, but not limited to, seeking relief in a court of competent jurisdiction, to remove the lien or encumbrance from the property.

XV. NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

A) Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, official, manager, director, employee, representative, or agent of the County or HCHFC, and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, official, manager, director, employee, representative, or agent of the County or HCHFC.

B) The Parties agree that no provision of this Agreement extends the liability of the County or HCHFC beyond the liability permitted under the Texas Constitution and the laws of the State of Texas.

C) Neither the execution of this Agreement nor any other conduct of any Party relating to this Agreement shall be considered a waiver by the County or HCHFC of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

D) Neither the County nor HCHFC agrees to binding arbitration nor waives its right to a jury trial.

XVI. [INSURANCE REQUIREMENTS

A) Developer must, at all times during the Term, obtain and maintain insurance coverage with not less than the type and requirements prescribed in the Harris County Insurance

Commented [2]: BBK: Bracewell to confirm

Requirements attached hereto as [Exhibit __]. Such insurance is to be provided at the sole cost and liability of the Developer.

i) Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to HCHFC.

ii) As further required in [Exhibit __], Developer must furnish HCHFC, prior to the required date of coverage, or at any time afterwards upon the request by HCHFC, true and accurate copies of all certificate(s) of insurance, with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.

iii) HCHFC reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

iv) Developer must require and verify that all contractors and subcontractors maintain insurance meeting all requirements stated herein and ensure that HCHFC and the County are listed as additional insureds on insurance required from contractors and subcontractors. For CGL coverage, contractors and subcontractors must provide coverage with a form at least as broad as CG 20 38 04 13.

v) The Exhibit I insurance requirements as to the types and limits of insurance coverage to be maintained by Developer, and any approval of said insurance by HCHFC, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Developer, including but not limited to, the provisions concerning indemnification.

B) Generally, Developer must obtain and maintain, or cause its contractors and/or subcontractors providing Services under this Agreement to obtain and maintain, at a minimum, insurance coverage in accordance with the then-current insurance requirements for the County's CDBG Multi-Family Acquisition Program (as same may be modified from time to time by the County) prior to entering into the applicable contract, but in no event with less than the following insurance type and requirements:

i) Commercial General Liability: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii) Workers' Compensation: As required by the State of Texas, with Statutory Limits, and Employer's Liability Insurance with limit of no less than

$1,000,000 per accident for bodily injury or disease.

iii) Automobile Liability Coverage: ISO Form Number CA 00 01 covering any auto (Code 1), or if Developer has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

iv) Property Insurance: Against "all risks" of loss to the property, any personal property, improvements, or betterments, at least up to the full amount of the property, at full replacement cost with no coinsurance penalty provision, contained within or on the property. The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the property.

v) Public Liability Insurance: Covering all risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. The amounts of such insurance shall not be less than: Property Damage, per occurrence: $1,000,000; Bodily Injury or Death, per person: $1,000,000; Bodily Injury or Death, per occurrence: $3,000,000.

vi) Proof of insurance with proof of waiver of subrogation and the County and HCHFC each designated as an "additional insured" must be returned attached to the applicable signed contract.

The above standards are for reference purposes only as the controlling requirements are listed in Exhibit I.

C) These requirements do not establish limits of the Developer's liability. Upon request, certificate(s) of insurance must be furnished to HCHFC. HCHFC reserves the right to require additional insurance as it deems it necessary.

D) In addition to and cumulative with any other remedies HCHFC may have if Developer fails to provide or maintain any required insurance coverage, the County, at its sole option, may:

i. Obtain such insurance at Developer's sole cost

ii. Order cessation of Services or work under this Agreement and/or withhold any payment(s) that may become due to Developer hereunder until Developer demonstrates compliance with the insurance coverage requirements; or

iii. Terminate this Agreement.]

XVII. OTHER FEDERAL AND STATE REQUIREMENTS

A) Developer hereby agrees not to discriminate against any person or class of persons by reason of sex, color, race, creed, religion, marital status, handicap, ancestry or national origin in its provision of the Services or Activities in compliance with 24 CFR 570.602. To the extent this Agreement provides that accommodations or services be offered to the

public, such accommodations or services shall be offered to the public on fair and reasonable terms. Developer agrees the Project shall not be designed or operated to include segregated facilities, where segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs.

A) Developer agrees the Project shall be designed in compliance with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201, et seq.).

B) Developer must comply with the requirements of the Violence Against Women Act ("VAWA"). VAWA notice and certification forms satisfactory to HCHFC, in order to comply with the requirements of 24 CFR 5.2005, must be included as part of each lease to an Eligible Household. Developer must, within thirty (30) days after the Effective Date, deliver to HCHFC a copy of an emergency transfer plan, which plan shall be based on HUD's model emergency transfer plan in accordance with 24 CFR 5.2005(e).

C) Developer acknowledges the requirements of 24 CFR 5.109 apply to the Services, including, without limitation, requirements regarding disposition and change in use of real property by a faith-based organization. Developer does not meet the criteria to qualify as and certifies it is not a faith-based organization for purposes of this Agreement.

D) Developer hereby represents that (i) it does not engage in business with Iran, Sudan, or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

E) Developer hereby represents that Developer's business, or any branch, division, or department of Developer's business, does not or will not knowingly employ an undocumented worker and agrees to abide by the requirements of Chapter 2264 of the Texas Government Code. Developer must use commercially reasonable efforts to include similar language in its agreements with any contractor or subcontractor.

XVIII. MISCELLANEOUS

A) Waiver by HCHFC of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

B) If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

C) Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provisions, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

D) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.

E) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

F) When terms are used in the singular or plural, the meaning shall apply to both. When either a gender is used, the meaning shall apply to any gender.

G) This Agreement is binding on and inures to the benefit of the Parties and their respective successors, executors, administrators, and assigns.

H) Nothing contained in this Agreement shall make any Party hereto a joint venturer or partner of the other Parties, or render any Party liable for any debts, obligations, acts, omissions, representations, or contracts of the other Parties.

I) No Party shall assign, award, sublet, or transfer its interest in this Agreement without written consent of the other Parties.

J) Except as to audit rights, nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.

K) This instrument contains the entire Agreement between the Parties with respect to the matters covered hereby and supersedes all prior proposals, agreements, and understandings relating to the subject matter hereof.

L) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by the Parties.

M) This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

[*Signatures on Following Page*]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

HARRIS COUNTY HOUSING FINANCE CORPORATION

By: _____
Name: _____
Title: _____

[DEVELOPER]

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND CONSENTED TO as of the Effective Date.

HARRIS COUNTY

By: _____
Thao Costis
Executive Director, Housing and Community Development

Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFEE COUNTY ATTORNEY

By: _____
Gina Boul
Assistant County Attorney

C.A.O File No: _____