

**THIRD AMENDMENT TO THE
CITY OF BAYTOWN / YOYO LLC, SERIES 13
CHAPTER 380
ECONOMIC DEVELOPMENT AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Third Amendment (“Amendment”) to that certain Chapter 380 Economic Development Agreement dated April 18, 2017, (“Agreement”) by and between YOYO LLC, SERIES 13 (the “Developer”) and the CITY OF BAYTOWN, TEXAS, a home rule city and municipal corporation, located in Harris and Chambers Counties, Texas (the “City”) is made and entered into on this 20th day of November, 2018.

RECITALS

WHEREAS, the City and the Developer entered into the Economic Development Agreement (the “Agreement”) on April 18, 2017, in order to set out the terms of an economic development program to stimulate business and commercial activity in CITY; and

WHEREAS, due to delays caused by Hurricane Harvey, the City and the Developer entered into the First Amendment to the Agreement on December 17, 2017, to extend certain milestone dates; and

WHEREAS, the City and the Developer entered into the Second Amendment to the Agreement on March 23, 2018, to extend certain milestone dates; and

WHEREAS, the City and the Developer desire to extend such dates again; and

WHEREAS, the terms of the Agreement shall remain in full force and effect except as specifically altered by the terms of the First Amendment, the Second Amendment, and this Third Amendment;

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the Parties hereby agree to amend the Second Amendment, the First Amendment and the Agreement as follows:

**I.
Amendments**

1.01 Subsection a, Section 5.01 “Commitment to Develop,” Article V “Developer’s Obligations” of the Agreement is hereby amended to read as follows:

5.01 Commitment to Develop.

- a. The Developer hereby agrees to complete the approved Façade Improvements and to develop the Project in conformance with all applicable laws, rules and regulations of the City and any other governmental entity having authority over the Project, so that, upon approval by the Chief Building Official of the City, the Project fully satisfies the Code in accordance with a scope of work approved by

the City Manager. The Façade Improvements must be commenced within sixty (60) days of the City Manager's approval of the documents detailed in Section 4.01 of this Agreement. The Project must be finally completed and the Developer must have obtained the following from the City on or before the date indicated:

1. a certificate of occupancy for the multi-family dwelling unit component of the Project on or before July 31, 2018;
2. a certificate of completion for the commercial retail component of the Project on or before July 31, 2018; and
3. a certificate of occupancy for the commercial retail component of the Project on or before September 30, 2019.

Prior to any construction activity on the Façade Improvements, the Developer must obtain the written approval of the City's Chief Building Official and the City Manager of the plans and specifications for the Façade Improvements, which approval shall not be unreasonably withheld, conditioned or delayed. After such approval, no change may be made without the prior written approval of the City's Chief Building Official and the City Manager.

1.02 Section 5.03 "Creation of Taxable Value," Article V "Developer's Obligations" of the Agreement is hereby amended to read as follows:

5.03 Creation of Taxable Value. By January 1, 2019, the Project must have a taxable value of at least SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00) as assessed by HCAD and the Developer shall maintain such taxable value throughout the Term.

1.03 Subsection (a), Section 6.01 "Creation of Taxable Value," Article VI "City's Obligations" of the Agreement is hereby amended to read as follows:

6.01 Economic Development Grant.

- (i) Subject to subsection (b) of this section, the City will pay the Developer the Economic Development Grant within thirty (30) days after both (i) the issuance of the certificates of occupancy for the Project and (ii) the receipt of a written payment request for the grant; provided that, the Developer has satisfied its obligation Section 5.03 of this Agreement as determined by the City.

1.04 Section 7.02 "Failure of Developer to Meet Obligations," Article VII "Certificate of Compliance and Recapture" of the Agreement is hereby amended to read as follows:

7.02 Failure of Developer to Meet Obligations. In the event that the Developer fails to obtain:

1. a certificate of occupancy for the multi-family dwelling unit component of the Project on or before July 31, 2018,
2. a certificate of completion for the commercial retail component of the Project on or before July 31, 2018, or
3. a certificate of occupancy for the commercial retail component of the Project on or before September 30, 2019,

the Developer shall be in default and notwithstanding any other rights provided to the City under this Agreement, the City's obligations to pay any monies under the Economic Development Grant shall be extinguished and the City may terminate this Agreement.

II.
Miscellaneous Provisions

- 2.01 Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Amendment.
- 2.02 Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this Third Amendment shall have the same meanings as in the Second Amendment, the First Amendment, and the Agreement.
- 2.03. Entire Agreement. The provisions of this Third Amendment, the Second Amendment, the First Amendment, and the Agreement should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this Third Amendment and the provisions of the Second Amendment, the First Amendment or the Agreement, the provisions of this Third Amendment shall control.
- 2.04 Interpretation. This Third Amendment has been jointly negotiated by the parties hereunder and shall not be construed against a party hereunder because that party may have assumed primary responsibility for the drafting of this Third Amendment.
- 2.05 Captions. Captions contained in the Agreement, the First Amendment, the Second Amendment, and the Third Amendment are for reference only and, therefore, have no effect in construing the documents. The captions are not restrictive of the subject matter of any section.
- 2.06 No Waiver. By this Third Amendment, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Third Amendment, the Second Amendment, the First Amendment, the Agreement or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in this Third Amendment, the Second Amendment, the First Amendment or in the Agreement shall be construed in any way to limit or to waive the City's sovereign immunity.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same amendment, this 20th day of November, 2018, the date of execution by the City Manager.

CITY OF BAYTOWN, TEXAS



RICHARD L. DAVIS, City Manager

11/2018

(Date)



ATTEST:



LETICIA BRYSCH, City Clerk

APPROVED AS TO FORM:

Ignacio Ramirez
IGNACIO RAMIREZ, SR., City Attorney

YOYO LLC, SERIES 13

Oscar Chapa
OSCAR CHAPA
Governing Person

11/7/18
(Date)

STATE OF TEXAS §
COUNTY OF *Harris* §

Before me, *Vivian Grigsby*, the undersigned notary public, on this day personally appeared OSCAR CHAPA, the Governing Person of YOYO LLC, SERIES 13

known to me
 proved to me on the oath of _____ or
 proved to me through his current _____ {description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}
(check one)

to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this *7* day of *November*, 2018.



Vivian Grigsby
Notary Public in and for the State of Texas

My commission expires: *05/05/19*

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

YOYOLLC
Baytown, TX United States

Certificate Number:
2018-421532

Date Filed:
11/01/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Baytown

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

11012018
380 Economic Development Amendment 123 W Defee

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Chapa, Oscar	Baytown, TX United States	X	
	Thomas, Yvonne	Baytown, TX United States	X	

5 Check only if there is NO Interested Party.

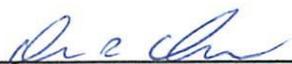
6 UNSWORN DECLARATION

My name is OSCAR CHAPA, and my date of birth is 9/12/1958.

My address is 4401 Country Club View, Baytown, Tx, 77521, Harris.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Tx, on the 1 day of Nov., 2018.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Baytown

CHAPTER 2270 VERIFICATION

Pursuant to Section 2270.002 of the Texas Government Code, I, Oscar R Chapa Jr, the undersigned representative of YOYO LLC (Company Name), do hereby verify that the above-referenced company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown.

In making this verification, I understand that the following definitions apply:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

EXECUTED this the 7 day of November, 2018

YOYO LLC
Company Name

[Signature]
Signature

OSCAR R CHAPA
Printed Name

Manager
Title

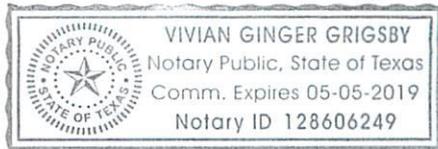
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, Vivian Grigsby, the undersigned notary public, on this day personally appeared Oscar R Chapa Jr, the manager (Title) of YOYO LLC (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 7 day of November, 2018

[Signature]
Notary Public in and for the State of Texas

My commission expires: 05/05/19



NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: YOYO LLLC

Business Address [NO./STREET] 123 W. DeFee

[CITY/STATE/ZIP CODE] Baytown Tx. 77520

Telephone Number (832) 339 3475

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] 4401 Country Club View

[CITY/STATE/ZIP CODE] Baytown Tx. 77521

Telephone Number [OPTIONAL] (281) 728 2747

Email Address [OPTIONAL] YOYOLLCRentals@gmail.com

**5% or More Owner(s)/Officers of Non-Profit Corporation
(IF NONE, STATE "NONE.")**

Name: _____

Business Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (____) _____

Email Address [OPTIONAL] _____

- 6. Optional Information Contracting _____ Entity _____ and/or _____ [NAME OF _____]

Orig. Dept.: _____

File/I.D. No.: _____

OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ **[CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER]** as follows:

Name of Debtor: _____

Type of Debt: _____

Account Nos.: _____

Case or File Nos.: _____

Attorney/Agent Name: _____

Attorney/Agent Phone No.: _____

Delinquent Years/Months: _____

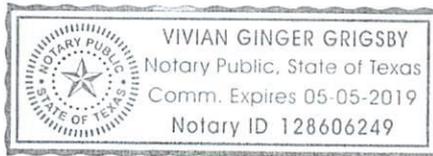
Status of Appeal [DESCRIBE]: _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

[Signature]
Affiant

SWORN TO AND SUBSCRIBED before me this 7 day of November, 2018

(Seal)



[Signature]
Notary Public in and for the State of Texas

NOTE:

This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code.

Attach additional pages if needed to supply the required names and addresses.