2022 ECONOMIC DEVELOPMENT AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS AGREEMENT (the "Agreement") by and between the City of Baytown, a Texas home-rule municipal corporation ("City") and San Jacinto Retail Associates, LLC, a Texas limited liability company ("Developer"), (collectively referred to as the "Parties" and individually as a "Party") is entered into on this 29th day of August, 2022 (the "Effective Date") and supersedes all other agreements previously entered into by the Parties, including, without limitation, the Economic Development Agreement between the parties dated July 2, 2015 (the "2015 Agreement"), and all amendments to the 2015 Agreement.

WHEREAS, the Parties have mutually terminated the 2015 Agreement, and all amendments to the 2015 Agreement, and agreed to release any claims each might have against the other for any breach of the 2015 Agreement; and

WHEREAS, the Parties have entered into this Agreement as the sole and only agreement concerning the subject; and

WHEREAS, the purpose of this Agreement is to set out the terms under which the City will provide certain economic incentives to the Developer in exchange for the Developer's agreement to include within its development certain physical features and tenants that the City believes will be beneficial to its citizens; and

WHEREAS, the City Council finds that the provision of economic incentives under this Agreement will promote local economic development and stimulate business and commercial activity in the City; and

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

1.01 The following words, when used in this Agreement, shall have the meanings ascribed to them in this article:

"Project" means the retail center that Developer proposes to construct and operate on property it owns in the City in the vicinity of the former San Jacinto Mall, which property is depicted on the site plan attached as Exhibit A to this Agreement. Developer, in its sole discretion, may elect to use property which is adjacent to the Project for retail purposes and such property shall be automatically included in the definition of "Project" as to such portions of such adjacent property actually used for retail.

"Qualifying Tenant" means a tenant in the Project that meets the requirements described in Sections 3.03 and 3.04 of this Agreement.

"Sales Taxes Collected" shall mean, for each Qualifying Tenant:

(1) the actual amount of the 1% sales and use taxes authorized by Section 321.101(a) of the Texas Tax Code and received by the City for sales at the Qualifying Tenant's leasehold in the Project, including those monies received after the collection period because of delinquency or protest; and

(2) the actual amount of the 0.5% sales and use taxes authorized by Section 377.101 et seq. of the Texas Local Government Code and received by the Baytown Municipal Development District for sales at the Qualifying Tenant's leasehold in the Project, including those monies received after the collection period because of delinquency or protest.

(3) Sales Taxes Collected shall not include amounts received by the City or the District but later refunded to the State because it was paid in error.

"Sales Tax Rebate Cap" shall mean an aggregate amount of Sales tax rebates paid to the Developer, which shall not exceed $16,200,000.

ARTICLE II.
PROJECT REQUIREMENTS

2.01 Project Elements. To qualify for development incentives from the City under this Agreement, the Developer must:

a) Construct the Project in substantial compliance with the site plan attached to this Agreement as Exhibit A;

b) Include within the initial development of the Project at least three full-service restaurants with at least one of the three providing a fine dining experience such as, but not limited to, Carrabba's restaurant concepts; Perry's restaurant concepts; Pappas restaurant concepts; similar restaurant concepts, or other full-service sit-down restaurants.

ARTICLE III.
INCENTIVES

3.01 Incentives generally. The City agrees to provide financial incentives to the Developer in the form of rebates of certain sales tax revenue received by the City from sales by Qualifying Tenants (the "Sales Tax Rebate"), as provided in more detail below, but only if the Developer fully complies with the requirements in Section 2.01, above.

3.02 City's objectives. The City has determined the characteristics of potential tenants whose presence in the Project would be substantially beneficial to its citizens and justify the payment of an incentive to assist the Developer in securing such tenants. Generally, the City has determined that its citizens will substantially benefit from the presence of tenants that provide types, brands, or qualities of merchandise or services that are not currently offered within the City,that are characteristic of a high-end shopping destination, or that are otherwise likely to draw shoppers from a wider market area. A non-exclusive list of Qualifying Tenants is included in Exhibit B attached to this Agreement.

3.03 Qualifying Tenants defined. A Qualifying Tenant is a tenant of the Project that: a) is listed as a Qualifying Tenant on Exhibit B; or b) has been determined to be a Qualifying Tenant under the procedure described in section 3.04. Developer shall provide the City with a list of tenants operating within the Project in order to verify the Qualifying Tenants used to determine the amount of incentives on or before January 13th of each calendar year during the Term. The City shall certify Developer's list of Qualifying Tenants operating within the Project by January 15th of each calendar year during the Term. Notwithstanding the foregoing, Developer may from time to time, promptly notify the City of any new leases in order to supplement the certified list of Qualified Tenants and the City shall certify such supplemental list within thirty (30) days after receipt of any supplemental tenant list from Developer. In addition, the Developer shall promptly notify the City if any Qualifying Tenant ceases operating its business in the Project.

3.04 Determination of Additional Qualifying Tenants Incentive. For any prospective tenant of the Project that is not listed as a Qualifying Tenant on Exhibit B, the Developer may apply in writing to the City Manager for a determination that the prospective tenant is a Qualifying Tenant. With respect to each such application, the City Manager shall determine, in his or her sole, but reasonable, discretion, whether the tenant is a Qualifying Tenant and shall provide the Developer with written notice of that determination. The City Manager shall provide such determination within thirty (30) days after receipt of any request, and the City Manager's failure to provide such determination within thirty (30) days shall be deemed a determination that the tenant is a Qualifying Tenant.

3.05 Additional incentives for prospective tenants. In exceptional circumstances, the City will consider providing additional cash payments or other incentives to Developer for the benefit of a prospective tenant as an incentive to locate within the Project.

3.06 Prohibited Uses. Developer agrees that it will not lease to tenants within the Project for any use: (a) listed on Exhibit C attached to this Agreement or (b) prohibited in the Code of Ordinances, Baytown, Texas (the "Code," and including all codes adopted therein, and as amended, which are uniformly applied throughout the zoning district in which the Project is located); provided, however, in no event shall the Code be amended such that the Project is targeted for any zoning changes which adversely affect the operation and development of the Project.

ARTICLE IV
SALES TAX REBATES

4.01 Sales Tax Rebate. For each Qualifying Tenant leasing space at the Project, the City shall, during the term of this Agreement, pay to Developer an amount equal to the Sales Taxes Collected with the aggregate amount of such payments limited to the Sales Tax Rebate Cap. The payments shall be made in quarterly installments as described below. Developer understands and agrees that the City is not certifying or otherwise encumbering any funds for the Sales Tax Rebate other than the Sales Taxes Collected and does not have any monies for the same. Developer agrees not to make any claims against the City for any monies due pursuant to this Section 4.01 other than those from the Sales Taxes Collected. The City shall pay to Developer each quarterly installment of the Sales Taxes Collected up to the Sales Tax Rebate Cap within thirty (30) days following receipt of information necessary to determine the quarterly Sales Taxes Collected at the Project from the Texas Comptroller of Public Accounts during the applicable calendar quarter. City agrees to use good-faith and commercially reasonable efforts to obtain the necessary information to make such determination within a reasonable time following the end of each calendar quarter.

4.02 Leasing Information. For each Qualifying Tenant leasing space at the Project, the Developer shall upon request provide the City with a redacted copy of the relevant portions of the lease from which the following information can be determined: a) the name of the tenant; b) the location of the lease space within the Project; c) the total number of square feet leased.

4.03 Sales Tax Information. To determine the quarterly Sales Taxes Collected and the quarterly installments of the Sales Tax Rebate due to Developer, the City shall declare this Agreement to be a "Revenue Sharing Agreement" to obtain otherwise confidential tax information, pursuant to Section 321.3022 of the Texas Tax Code. City agrees to not disclose any information obtained from the State of Texas under this section, to the extent permissible under the Texas Tax Code. If the City receives a public information request for the information received by the City from the State of Texas under this subsection, the City shall timely notify the Developer of the request and the Developer and/or the applicable tenant shall have the obligation to make arguments to the Texas Attorney General as to why the information should not be disclosed. The City will abide by the opinion of the Texas Attorney General or release the information if no opinion is timely requested.

ARTICLE V.
MISCELLANEOUS PROVISIONS

5.01 Default; Remedies. A default under this Agreement shall occur upon the failure of a Party to perform any obligation or act, or keep any covenant, required of such Party by the provisions of this Agreement, or a violation or breach of any of the terms or provisions of this Agreement by a Party. Any Party to this Agreement that believes the other Party to this Agreement has defaulted in the performance of any condition, term, covenant or obligation owed to that Party under this Agreement shall give written notice of the default to the defaulting Party, specifying in detail the provision or provisions of this Agreement that have allegedly been breached and what

specific action must be taken to cure or correct the default. Should the Party receiving the notice fail to cure the default within thirty (30) days or such longer period as may be allowed by the non-breaching Party, the non-breaching Party shall have the right to enforce this Agreement by exercise of any and all legal and/or equitable remedies to which such Party is entitled under this Agreement or under applicable laws, including, without limitation, commencing an action for specific performance, breach of contract or termination of this Agreement. No waiver of any default shall be construed as a waiver of any preceding or succeeding default of the same or any other covenant or condition of this Agreement. Notwithstanding the foregoing or anything to the contrary, it is expressly understood and agreed that the City's sole remedy with respect to any Developer default is the withholding of the economic development incentive described in Article IV hereinabove throughout any period in which the Developer is in default beyond all applicable notice and cure periods.

5.02 Separate Status. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise.

5.03 Construction and Interpretation.

a. Whenever required by the context of this Agreement, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa, and (ii) use of the words "including," "such as," or words of similar import, when following any general term, statement or matter, shall not be construed to limit such statement, term or matter to specific terms, whether or not language of non-limitation, such as "without limitation," or "but not limited to," are used with reference thereto, but rather, shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter.

b. The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

c. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one (1) complete document.

5.04 Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors in interest and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed) and any such prohibited assignment shall be void. Notwithstanding the foregoing, without obtaining the consent of the City, Developer shall

be permitted to assign all or a portion of this Agreement (including the right to receive payments) to: (i) an affiliate, subsidiary or related party of Developer; (ii) a lender or mortgagee of Developer in connection with financing relating to the Project; and (iii) following the earlier of five (5) years after the Effective Date or substantial completion of the Project, any person or entity succeeding to all or substantially all of Developer's ownership interest in the Property, subject to such assignee in any of such events assuming all of Developer's obligations hereunder in writing and notice of such assignment being provided to the City promptly following the date of such assignment.

5.05 Severability. If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement in a mutually acceptable manner so as to affect the original intent of the Parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the extent possible.

5.06 Complete Agreement. This Agreement represents the complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement, including, but not limited to, the 2015 Agreement and the Amendments, which are hereby repealed in their entireties. Any amendment to this Agreement must be in writing and signed by all Parties hereto or permitted or approved assignees.

5.07 Exhibits. Exhibits "A" through "C" are attached to this Agreement and are incorporated herein by reference and expressly made part of this Agreement as if copied verbatim.

5.08 Notice. Any notice or demand, which any Party is required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by facsimile, (iii) sent by registered or certified mail, postage prepaid, or (iv) sent by commercial overnight carrier, and addressed to:

<u>If to the City</u>:

City of Baytown
Attn: City Manager
P.O. Box 424
Baytown, TX 77522

with a copy to:

City of Baytown
Attn: City Attorney
P.O. Box 424
Baytown, TX 77522

<u>If to Developer</u>:

San Jacinto Retail Associates, LLC
c/o Fidelis Realty Partners, Ltd.
Attn: Alan Hassenflu

4500 Bissonnet Street, Suite 200
Bellaire, TX 77401

with a copy to:
Fidelis Realty Partners, Ltd.
Attn: General Counsel
4500 Bissonnet Street, Suite 200
Bellaire, TX 77401

or such other address or addresses of which any Party may be notified in writing by any other Party to this Agreement.

Such notice shall be deemed to have been served (i) two (2) business days after the date such notice is deposited and stamped by the U.S. Postal Service, except when lost, destroyed, improperly addressed or delayed by the U.S. Postal Service, or (ii) upon receipt in the event of personal service, or (iii) the first business day after the date of deposit with an overnight courier, except when lost, destroyed or improperly addressed, or (iv) the date of receipt by facsimile (as reflected by electronic confirmation); provided, however, that should such notice pertain to the change of address to either of the Parties hereto, such notice shall be deemed to have been served upon receipt thereof by the Party to whom such notice is given.

5.09 Force Majeure. In the event any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such Party's giving notice and full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied upon, then the obligations of the Party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be extended for the following periods:

a. up to a maximum of ten (10) business days for payment obligations under this Agreement, or

b. for all other obligations, the time period a Party is prevented from performing such obligations hereunder due to a force majeure.

The term "force majeure" as used herein shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to machines or pipelines and any other inabilities of either Party not within the control of the Party claiming such inability, which by the exercise of due diligence and care such Party could not have avoided; provided, however, neither the pandemic nor the financial inability of a Party to make any payment due under this Agreement as and when due shall be a force majeure.

5.10 Forum Selection. This Agreement and the relationship between the Parties shall be governed and interpreted under the laws of Texas without regard to any conflict of laws provision. Venue for any suit arising out of any relationship between the Parties shall exclusively

be the appropriate court in Harris County, Texas. Developer specifically consents to and waives any objections to personal jurisdiction in Harris County, Texas.

5.11 Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of this Agreement, the Parties shall designate and appoint a representative to act as a liaison between the Parties. The initial representative for the City shall be the City Manager or his designee (the "City Representative"), and the initial representative for Developer shall be Alan Hassenflu or his designee (the "Developer Representative"). The representatives shall be available at all reasonable times and places to discuss and review the performance of the Parties to this Agreement and the development of the Property pursuant to the Site Plan.

5.12 Effective Date. This Agreement shall be binding and take effect only upon all Parties' signatures hereto, attachment of all required exhibits, and receipt by the Parties of a fully executed copy hereof. For the purposes of timetables provided in this Agreement, the Effective Date shall be the date first above written.

5.13 Preamble. The findings of fact, recitations and provisions set forth in the preamble to this Agreement are true and are adopted and made a part of the body of this Agreement, binding the Parties hereto, as if the same were fully set forth herein.

5.14 Representation of Authority. The City represents and warrants to Developer that it is duly authorized and empowered to enter into this Agreement, subject to the terms and conditions contained therein, and has the legal authority to make a grant to Developer as provided in this Agreement. Developer represents and warrants that it is duly authorized and empowered to enter into this Agreement, subject to the terms and conditions contained herein, and is a proper party to this Agreement.

5.15 Legal Contest. This Agreement is entered into in accordance with applicable law as understood by the Parties. In the event any part, provision or paragraph thereof shall become unenforceable by reason of judicial decree or determination, the Parties hereto mutually agree to the extent possible to ensure that all other provisions of the Agreement, including the intent of the Agreement, be honored and performed.

5.16 Economic Development Incentives Constitute a Program. This Agreement constitutes an economic development program to promote state or local economic development and to stimulate business and commercial activity in the City pursuant to Article III, Sec. 52-a, Texas Constitution and Chapter 380, Texas Local Government Code.

5.17 Estoppel Certificates. At the request of a Party, the other Party shall execute and deliver to the requesting Party an estoppel certificate stating that this Agreement is in full force and effect and that to such Party's knowledge and belief, there are no defaults by any Party (or that certain defaults exist), as the case may be, under this Agreement.

5.18 Time of the Essence. Time is of the essence in the performance of each and every duty, obligation and covenant imposed in this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

5.19 Unconditional Obligations. Except as otherwise provided herein, the obligations of the Parties set forth in this Agreement shall be absolute and unconditional during the term of this Agreement. Neither the City nor Developer will suspend or discontinue any payments or services required in this Agreement or will terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the failure of the City or Developer to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Agreement.

5.20 Term. Unless earlier terminated, the Initial Term of this Agreement shall remain in full force and effect for 13 years from the effective date (the "Initial Term"). The Initial Term may be extended for an additional 2-year period upon approval by both parties (the "Extended Term"). The Initial Term, together with the Extended Term, if any, shall be referred to herein as the "Term").

The Parties have executed this Agreement to be effective as of the Effective Date.

CITY:

THE CITY OF BAYTOWN,
a Texas home-rule municipal corporation

By:_____
RICHARD L. DAVIS, City Manager

ATTEST:

By:_____
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

By:_____
SCOTT LEMOND, City Attorney

DEVELOPER:

SAN JACINTO RETAIL ASSOCIATES, LLC,
a Texas limited liability company

By: FidOak SJM Associates, LLC,
a Texas limited liability company,
its Manager

By: FRP San Jacinto Retail Associates, LLC,
a Texas limited liability company,
its Manager

Legal

By:_____
Alan Hassenflu, President

ATTEST:

By:_____
Glenn E. Airola
Executive Vice President

Legal

LIST OF EXHIBITS:

Exhibit "A"	-	Site Plan
Exhibit "B"	-	Qualifying Tenants
Exhibit "C"	-	Prohibited Uses

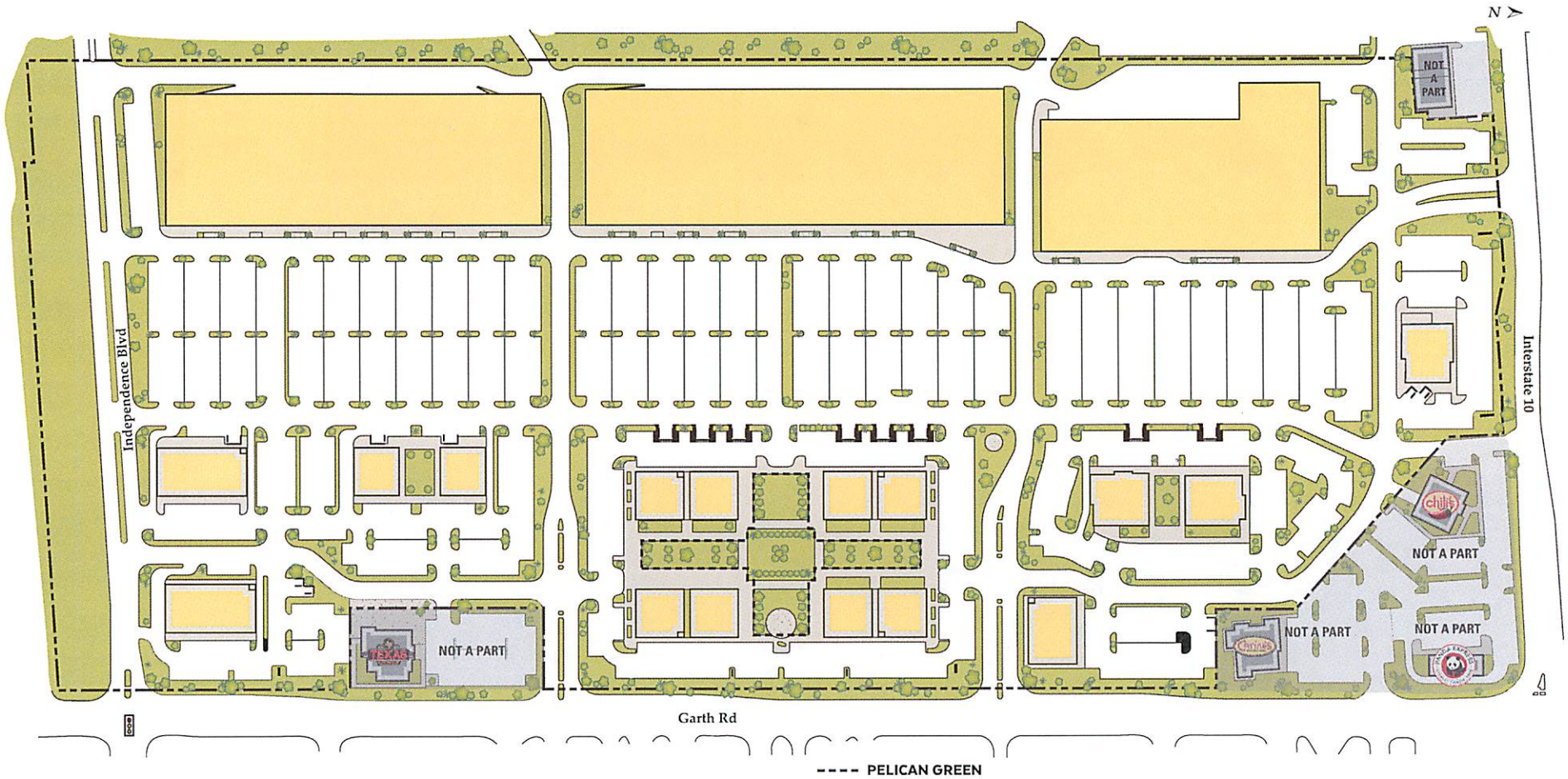
EXHIBIT A

SITE PLAN OF PROJECT

*Developer anticipates initial development of approximately 450,000 square feet in substantial compliance with the site plan.

**Developer shall include a central gathering place comprised of greenspace and hardscaping in at least 95% of the area identified as "Pelican Green" on the attached Site Plan.

[Site Plan attached on next page]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Garth Rd
PELICAN GREEN

EXHIBIT B

QUALIFYING TENANTS

The tenants listed below shall be deemed to be Qualifying Tenants.

Arts & Crafts
JoAnn Fabrics
Love & Make

Books
Barnes & Noble
Half Price Books
Mardel Christian Bookstore
2nd and Charles

Cellular
AT&T
Verizon Wireless
Sprint
Metro PCS
T-Mobile
Fix My Phone

Education
C2 Education
Kumon
Sylvan Learning Center
Arthur Murray Dance Studio
Emler Swim School
School of Rock
Fred Astaire Dance Studio
Big Blue Swim School

Electronics
Apple Store
Batteries & Bulbs

Apparel/Soft Goods
Nordstrom Rack
Macy's Backstage
Home Goods
Jos. A Bank
Men's Wearhouse
David's Bridal
Once Upon a Child
Anthropologie
Free People
Kendra Scott
Lululemon
Urban Outfitters
Altar'd State
Ann Taylor Loft
White House/Black Market
Victoria's Secret
Allen Edmonds
Everything But Water
Sunglass Hut
Tommy Bahama
Abercrombie
American Eagle
Banana Republic
Express
Hollister
Journeys
Vera Bradley
Zara
Michael Kors
Aerie
Talbots
The Buckle
Gap
Banana Republic
TJ Maxx
Duluth Trading Co.
Frederick's of Hollywood

Beauty
Bath & Body Works
Sally Beauty
Sephora
Aveda
Amazing Lash
European Wax Center
Massage Envy
Malibu Tan
Ideal Image
The Lash Lounge
Toni & Guy
Visible Changes
Lush
MAC
HeyDey

Department Stores
Macy's

Entertainment
Dave & Buster's
Altitude Trampoline
Escape Room/Games
Chuck E Cheese
Main Event
Top Golf
Urban Air
Cinemark
AMC Theater
Alamo Drafthouse
Studio Movie Grill
Xscape Theatres
Cinergy Entertainment
818 Bowling and Billiards
Belong

Financial
Bank of America
Frost Bank
Chase Bank
Cash America
Gold Rush
Wells Fargo ATM
Gulf Coast Credit Union
Navy Federal Credit Union
USAA Bank ATM
PNC Bank

Grocery/Liquor
99 Ranch
Sprouts
Trader Joe's
Whole Foods
Total Wine
Twin Liquor
Longhorn Liquor
Stone Cold Meats
Wild Fork Foods

Home Improvement
Lowe's
Northern Tool
Harbor Freight
The Tile Shop
Floor & Décor
Pinch a Penny Pool Patio Spa
Coast Spas

Pets
Pet Supermarket
Natural Pawz
Banfield Pet Hospital
Wild Birds Unlimited
Dogtopia
Woof Gang
Kriser's
Urgent Vet, Pet Vet or any 24-hour emergency vet care

Fitness
LA Fitness
Gold's Gym
Lifetime Fitness
Texans Fit
Eat the Frog Fitness
Orange Theory Fitness
Club Pilates
Stretch Lab
The Exercise Coach
Core Power Yoga
ATA Karate
9 Round Kickboxing
EOS Fitness
Powerhouse Gym
Revolution Studio
Any Indoor Cycling Studio
F45 Fitness
Pure Barre
Row House
YogaSix
Rumble Boxing
AKT Studio
Stride Studio
BFT Studio

Health & Nutrition
Quick Weight Loss Center
Weight Watchers

Jewelry
Zales
Claire's
Jared's
Tiffany & Co.
Kendra Scott

Sports and Recreation
Dick's
Bike Barn
Cabela's
Field and Stream
REI
Scheels
Golf Galaxy

Furniture
Ashley Furniture
Bel Furniture
Rooms to Go
Relax the Back
Chair King
Gallery Furniture
Bassett
Star Furniture
Exclusive Furniture

Home Décor/Furnishings
At Home
HomeGoods
Home Sense
Bed Bath & Beyond
Floor & Décor
Kirkland's
Painted Tree
Paradise Grills
Home Sense
Love Sac
Sur La Table
The Container Store
Pottery Barn
Crate and Barrel
CB2
Williams Sonoma
West Elm
World Market

Shoes
DSW
Payless Shoes
Foot Locker
Rack Room
WSS

Wholesale Club
Costco
Sam's Club

Medical

Davita Dialysis
UTMB
Modern Acupuncture
Aspen Dental
Pacific Dental
Heartland Dental
Kelsey-Seybold Clinic
Vein Clinics of America
Visionworks
Lenscrafters
HCA Healthcare
Methodist
America's Best
Pearle Vision
My Eyelab
Alchemy 43

Service

TD Ameritrade
Comet Cleaners
River Oaks Cleaners
Restore Cryotherapy
Boardroom Salon for Men
Salons in the Park
Palm Beach Tan
Great Clips
Salons by JC
Floyd's Barbershop
Supercuts
FedEx Office
UPS Store
Houston Shoe Hospital
Fastsigns
Tide Cleaners
Blue Lion Salon Studios
Phenix Salon Suites
Sola Salon Studios

Specialty

Five Below
GameStop
Hallmark Store
Tuesday Morning
Guitar Center
Party City
Buff City Soap
CTS (Christmas Tree Shops)

Restaurants

Any Carrabba restaurant concept
Any Perry's restaurant concept
Capital Grille
Any Pappas restaurant concept
Pluckers
In & Out Burger
BJ's Brewhouse
Bubba's 33
Dave's Hot Chicken
Parry's Taphouse
Akashi Sushi
Café Express
IHOP
K-Pop Grill
Longhorn Steakhouse
McAlister's Deli
Beck's Prime
Chipotle
Einstein Bros Bagels
Freebirds World Burrito
Pot Belly

Restaurants (continued)

Torchy's Tacos
Baskin Robbins
TCBY
Jamba Juice
Lolli and Pops
It's Sugar
Cold Stone Creamery
Cinnabon
Nestle Tollhouse
Great American Cookies
Minuti Coffee
Black Bear Diner
Maple Street Biscuit Co
Toasted Yolk Café
Crust Pizza
Via 313 Pizzeria
Shake Shack
Smashburger
Pincho Burgers & Kabobs
Cava
The Cookshack
Fajita Pete's
Jersey Mike's
Swig

Restaurants (continued)

Any Landry's restaurant concept
James Coney Island
Whiskey Cake
Grimaldi's
Texas de Brazil
Brio Italian Grill
Niko Niko's
Tasting Room
Sweet Paris
Cyclone Anaya
Cheesecake Factory
PF Chang's
Flemings
Eddie V's
Capital Grill
Yard House
Baker Street Pub and Grill
Bar Louie
Lupe Tortilla
Flying Saucer
The Rouxpour
Zoe's Kitchen
CRU Food and Wine Bar

Restaurants (continued)
Sixty Vines
Simple Greek
Rainforest Café
Pei Wei
The Habit Burger Grill
Hash House a Go Go
Vick and Anthony's
Ruth's Chris
McCormick and Schmick's
Fogo de Chao
Killen's Steakhouse or any other Killen's concept
Marble Slab
Summer Moon Coffee
Firehouse Subs
Snooze, A.M. Eatery
Gringo's Mexican Kitchen
Black Rifle Coffee
Scooter's Coffee
El Tiempo or any other Laurenzo's restaurant concept
Chicken Salad Chick

Notwithstanding the lists above, the following shall not be Qualifying Tenants:

1. Any tenant using its leased premises for a Prohibited Use listed on Exhibit C.

2. Any Migration Tenant. For the purposes of this paragraph, a "Migration Tenant" means a retail establishment or restaurant open and operating in the City as of the Effective Date that relocates to the Project for the operation of the exact same retail establishment or restaurant, resulting in the closure and vacancy of the former location for more than six (6) months following the commencement of such tenant's operations within the Project; provided, however, in no event shall any retail concept operated by Macy's or any of its affiliates be deemed a Migration Tenant for the purposes of this paragraph. In order for a retail establishment or restaurant open and operating in the City as of the Effective Date ("Relocating Tenant") to not be considered a Migration Tenant, any tenant that occupies the Relocating Tenant's former location within six (6) months following commencement of the Relocation Tenant's operations within the Project, must be: a) listed as a Qualifying Tenant on this Exhibit B; or b) determined to be a Qualifying Tenant under the procedure described in Section 3.04 of this Agreement.

EXHIBIT C

PROHIBITED USES

a. Any use of the surface of the Project for the drilling for or removal of oil, gas or other hydrocarbon substances or refining of petroleum or its products or smelting of iron, tin, zinc or other ores.

b. Any facility used for the sale of paraphernalia designed or intended for use with illegal drugs or liquid nicotine or any so-called "head shops" or "vape shops," provided, however, the operation of an upscale retail cigar shop and/or the ancillary sale of cigars and/or other tobacco products by other permitted retailers shall be expressly permitted.

c. Any Sexually Oriented Business (meaning persons/entities regulated by Chapter 4 of the Code and includes all "enterprises" described therein).

d. Any outdoor flea market, thrift store, or Second-hand Goods Dealer (meaning persons/entities regulated by Chapter 82 of the Code); except high quality businesses specializing in pre-owned merchandise, such as Plato's Closet, Play It Again Sports, or Once Upon a Child, are permitted to the extent that such store(s) comprise no more than five percent (5%) of the Project in the aggregate

e. Any mortuary, crematorium or funeral home, including a sales office of any of the foregoing.

f. Any manufactured home, mobile home, or recreational vehicle park, labor camp, junkyard or stockyard; provided, however, this provision shall not be applicable to temporary use of construction trailers during periods of construction, reconstruction or maintenance.

g. Any landfill, garbage dump or other such facility for the dumping, disposing, incineration or reduction of garbage.

h. Any gambling establishment or betting parlor (including any so-called Internet café that offers gambling to the public, off-track betting facility, casino or gaming facility), but lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business.

i. Any livestock or poultry raising or keeping facilities or any outdoor animal raising or keeping facilities; provided, however, veterinarian clinics, animal hospitals, and/or indoor pet boarding facilities with outdoor runs or pet training or play areas are expressly permitted to the extent permitted by applicable laws, regulations and ordinances.

j. Any tattoo or body piercing facilities; provided, however, the ancillary provision of ear piercing services by otherwise permitted retailers and service providers, such as, but not limited to, Claire's, Macy's, or Kay Jewelers, shall be expressly permitted.

k. Any outdoor shooting range or outdoor shooting gallery.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2022-922891

Date Filed:
08/16/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
San Jacinto Retail Associates, LLC
Bellaire, TX United States

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

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.
08252022
Entering into Economic Development Agreement with City of Baytown

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
FRP San Jacinto Retail Associates, LLC	Bellaire, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Glenn E. Arbola, and my date of birth is 12/29/1964.

My address is 4500 Bissonnet, Suite 200 (street), Bellaire (city), TX (state), 77401 (zip code), USA (country).

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

Executed in Harris County, State of TX, on the 16th day of August (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

City of Baytown

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of $100,000 or more)

Pursuant to the Texas Government Code, I, Alan Hassenflu, the undersigned representative of San Jacinto Retail Associates, LLC (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

a. the 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;

b. the Company does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and

c. the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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.

2. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company:
   a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   b. does business with a company described by Paragraph (a).

3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
   a. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
   b. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
   c. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

   but does not include:
   a. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
   b. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
      (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
      (2) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXECUTED this the 16th day of August, 2022.

San Jacinto Retail Associates, LLC
Company Name

Signature

Alan Hassenflu, President of FRP San Jacinto Retail Associates, LLC, manager of Fidoak SJM Associates, LLC a manager of the Company
Printed Name/Title

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, Talia Iffergan, the undersigned notary public, on this day personally appeared Alan Hassenflu, the authorized signatory (Title) of San Jacinto Retail Associates, 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 16th day of August, 2022.

TALIA IFFERGAN
Notary Public, State of Texas
Comm. Expires 12-16-2025
Notary ID 133494146

Notary Public in and for the State of Texas

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Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF TEXAS §
§ AFFIDAVIT OF OWNERSHIP OR CONTROL
COUNTY OF HARRIS §

FRP San Jacinto Retail Associates, LLC, as manager of FidOak SJM Associates, LLC, manager

BEFORE ME, the undersigned authority, on this day personally appeared ALAN HASSENFLU [**FULL NAME**] (hereinafter "Affiant"), President of FRP San Jacinto Retail Associates, LLC, as Manager of [**STATE TITLE/CAPACITY WITH CONTRACTING ENTITY**] of SAN JACINTO RETAIL ASSOCIATES, LLC [**CONTRACTING ENTITY'S CORPORATE/LEGAL NAME**] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with that certain 2022 Economic Development Agreement [**DESCRIBE PROJECT OR MATTER**] which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:
- ☐ SOLE PROPRIETORSHIP
- ☐ CORPORATION
- ☐ PARTNERSHIP
- ☐ LIMITED PARTNERSHIP
- ☐ JOINT VENTURE
- ☑ LIMITED LIABILITY COMPANY
- ☐ OTHER (Specify type in space below):

NON-PROFIT ENTITY:
- ☐ NON-PROFIT CORPORATION
- ☐ UNINCORPORATED ASSN.

_____
_____
_____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE

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: San Jacinto Retail Associates, LLC

Business Address [NO./STREET] 4500 Bissonnet St., Suite 200

[CITY/STATE/ZIP CODE] Bellaire, TX 77401

Telephone Number (713) 693-1400

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (_____) _____

Email Address [OPTIONAL] _____

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

Name: See Attached Exhibit A

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

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.

Legal

_____
Affiant

SWORN TO AND SUBSCRIBED before me this 16th day of August, 2022.

(Seal)

TALIA IFFERGAN
Notary Public, State of Texas
Comm. Expires 12-16-2025
Notary ID 133494146

_____
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.

R:\Karen\Files\Contracts\Affidiavit of Ownership or Control.doc

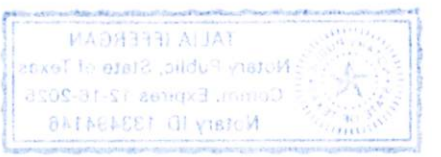
TALIA JEFFRIGAN
Notary Public, State of Texas
Comm. Expires 12-16-2026
Notary ID 132434146

EXHIBIT A TO AFFIDAVIT OF OWNERSHIP OR CONTROL

5% or More Owners

1.

Name:	FidOak SJM Associates, LLC
Business Address:	4500 Bissonnet St., Suite 200
	Bellaire, TX 77401
Telephone Number:	713-693-1400

2.

Name:	ANICO Eagle, LLC
Business Address:	2525 South Shore Blvd., Suite 207
	League City, TX 77573
Telephone Number:	281-538-4813

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Economic Development Agreement

Company Name: San Jacinto Retail Associates, LLC

Department: Legal

Date: 08/18/2022 **Council Date:** 08/25/2022

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

_____

_____

_____

☑ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

A. Victor Browles 08/18/2022

Director of Finance Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424