

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AMENDED AND RESTATED CIVIC CENTER
DEVELOPMENT AND CHAPTER 380 AGREEMENT

This Amended and Restated Civic Center Development and Chapter 380 Agreement (“Amended and Restated Agreement”) is made by and between the City of Hutchins, Texas (“City”), and Pinecove Investment Hutchins LLC, a Texas limited liability company (the “Company”) (collectively the “Parties,” or singularly as a “Party”), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, the Parties previously entered into that certain *Civic Center Development and Chapter 380 Agreement* dated April 10, 2025 (the “Original Agreement”); and

WHEREAS, the Parties desire to amend and restate the Original Agreement as set forth herein; and

WHEREAS, Company owns or is under contract to purchase the real property at the northwest corner of I-45 Hutchins, Texas, being further described in **Exhibit “A”** (the “Land”), and intends to construct thereon or cause to be constructed thereon a 5-story hotel containing 106 rooms operated pursuant to a franchise as a Holiday Inn Express & Express at 311 Wintergreen Road Hutchins, Texas (the “Holiday Inn Hotel”) and a 4-story hotel containing 99 rooms operated pursuant to a franchise as a Towne Place Suites by Marriot at 321 Wintergreen Road, Hutchins, Texas (the “Towne Place Hotel”) and a retail shopping with at least 130,000 square feet of combined retail and hotel space (herein after defined as the “Improvements”); and

WHEREAS, Chapter 351, Tax Code authorizes the City to expend hotel/motel occupancy tax revenue for the acquisition, lease, construction, improvement, enlarging, maintenance, equipping and operation of a convention center facility which includes civic centers, auditoriums, parking areas and auditoriums, owned or managed by the City; and

WHEREAS, a Civic Center (hereinafter defined) in the Holiday Inn Hotel and in the Towne Place Hotel (hereinafter defined) will enhance and promote tourism and the hotel and convention industry and will attract visitors from outside the City into the City or its vicinity; and

WHEREAS, Company intends to allow the City to use a designated portion of each Conference Center (hereinafter defined) in the Holiday Inn Hotel and in the Towne Place Hotel as Civic Center; and

WHEREAS, City intends, as lessee of the of each Civic Center, to contract with the Company to manage and operate the Civic Center for the City; and

WHEREAS, City has found and determined that the expenditure of hotel/motel occupancy tax revenue for the lease, operation, and management of the designated portion of each Conference Center, as a Civic Center, is authorized by Chapter 351, Tax Code, and will benefit the City; and

WHEREAS, promoting the location of new business enterprises within City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of City;

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City has determined that making the Grants (hereinafter defined) to Company in accordance with the City's economic development program will (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the City Council does hereby approve this Agreement as a program for making economic development grants to Company for the purpose of stimulating and maintaining its commercial activity within the City, and to promote the generation of use tax, the enhancement of the property tax base, and to maintain and increase the economic vitality of the City;

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
Findings and Determinations

The City Council hereby finds and determines that: (i) City is authorized to enter into this Agreement; (ii) Chapter 351, Tax Code authorizes the expenditure of City hotel/motel occupancy tax revenue for the lease, operation and management of the portion of Conference Center; (iii) the use and management of the portion of the Conference Center as a municipal civic center is authorized by Chapter 351, Tax Code and will enhance and promote tourism and the hotel and convention industry and will attract visitors from outside the City into the City or its vicinity; (iv) the City is authorized to contract for the management of the Conference Center for use as a civic center; and (v) the Recitals are true and correct..

Article II
Term

The term of this Agreement (“Term”) shall commence on the Effective Date and shall continue until the Expiration Date, unless sooner terminated.

Article III Definitions

Wherever used in this Agreement, the following terms shall have the meaning ascribed to them unless the context clearly indicates otherwise:

“Annual Grants” shall mean ten (10) consecutive annual economic development grants to be provided by City to Company, each in an amount equal to fifty percent (50%) of the ad valorem taxes assessed by City against the Improvements and collected by City for the applicable Grant Year, to be paid as set forth herein.

“Approved Franchise” shall mean franchise agreements with Approved Franchisor whereby the Company is permitted to operate the respective Hotel and using the name and reservation system of the respective Approved Franchisor.

“Approved Franchisor” shall mean national or international hotel franchisors, for a specific hotel product, approved by the City; provided, however, that the City shall not unreasonably withhold its consent to a franchisor which is one of the five (5) largest national or ten (10) largest international hotel chains as of such date. City has approved Holiday Inn Express & Express as the initial Approved Franchisor for the Holiday Inn Hotel, and City has approved Towne Place Suites by Marriot as the Approved Franchisor for the Towne Place Hotel.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of the Party’s existence, insolvency, employment of a receiver for any part of Company’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Party and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“Casualty” shall mean the Improvements are wholly or partially destroyed by fire, earthquake, flood or similar casualty that renders the Improvements unfit for the intended purpose.

“City” shall mean the City of Hutchins, Texas.

“Civic Center” shall mean the use of designated portions of each Conference Center by the City for use as a municipal civic center pursuant to Tax Code Chapter 351 as set forth herein.

“Commencement Date” shall mean the later of: (i) the date a certificate of occupancy is issued by the City for the respective Hotel; and (ii) the date the respective Hotel is open for business and serving the citizens of the City and its visitors, such date being the date set forth in written notice from Company to City.

“Commencement of Construction” shall mean that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for construction of the Improvements; (ii) all necessary permits for the construction of the Improvements on the Land, pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Land and the construction of the vertical elements of the Improvements has commenced.

“Company” shall mean Pinecove Investment Hutchins LLC, a Texas limited liability company.

"Company Affiliate" shall mean an entity related to Company by direct or indirect common or overlapping majority ownership or control.

“Completion of Construction” shall mean: (i) substantial completion of all of the components of the Improvements; and (ii) a final certificate of occupancy has been issued for occupancy of all of the components of the Improvements.

“Conference Center” shall mean that portion of each Hotel dedicated and used as a conference space including meeting rooms, containing no less than one thousand (1,000) gross square feet of space.

“Effective Date” shall mean the last date of execution of this Agreement.

“Expiration Date” shall mean the tenth (10^h) anniversary date of the later of: (i) the Commencement Date; and (ii) the date of Completion of Construction of the Improvements.

“Force Majeure” shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Improvements are located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have

reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

“Grants” shall collectively mean the Impact Fee Waiver, the Rent, and the Annual Grants.

“Grant Year” shall mean a given Tax Year, except “First Grant Year” shall mean the Tax Year following the calendar year in which the date of Completion of Construction of the Improvements occurs.

“HEDC” shall mean the Hutchins Economic Development Corporation.

“HEDC Economic Development Agreement” shall mean that certain agreement by and between HEDC and Company dated approximate date herewith.

“Hotel” shall mean the Holiday Inn Hotel and/or the Towne Place Suite Hotel, as the case may be.

“Holiday Inn Hotel shall mean a 5-story hotel containing 106 rooms operated pursuant to a franchise as a Holiday Inn Express & Express or other Approved Franchisor approved by the City, to be constructed at 311 Wintergreen Road Hutchins, Texas.

“Hotel Occupancy Tax” or “HOT” shall mean the City’s receipt of tax imposed by the City pursuant to Chapter 351, Tax Code, as amended, on a person who, under a lease, concession, permit, right of access, license, contract or agreement pays for the use or possession or possession of a sleeping room in the respective Hotel during the calendar year immediately preceding each applicable Rent payment date.

“Hotel Tax Report” or “HOT” shall have the same meaning assigned by Tax Code, Chapter 156.151, or if such report is not available then a written certificate or statement authenticated by an appropriate management official of the Company that contains the amount of Hotel Occupancy Tax collected by the Company and paid to the City and to the State Comptroller, or its successor, for the preceding calendar quarter for the respective Hotel. Such report shall include the total amount of the payments made for sleeping rooms at the respective Hotel during the preceding reporting period; and the amount of the HOT collected by the respective Hotel during the preceding reporting period.

“Impact Fee Waiver” shall mean the waiver of the collection of fifty percent (50%) of the Roadway Impact Fees imposed by City and assessed against the Land, if any, pursuant to Chapter 395 of the Texas Local Government Code.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Improvements, the Company, of

Company Affiliate, the then owner or operator of the Improvements or any property or any business owned by Company and/or Company Affiliates within the City.

“Improvements” shall collectively mean the Holiday Inn, the Hotel Towne Place Hotel and a retail shopping with at least 130,000 square feet of combined retail and hotel space, and other ancillary facilities such as required parking and landscaping more fully described in the submittals filed by Company with the City, from time to time, to obtain a building permit(s).

“Land” means the real property described in **Exhibit “A”**.

“Lease Term” shall mean with respect to each Hotel ten (10) consecutive periods of twelve (12) months beginning on the Commencement Date for the respective Hotel.

“Real Property” shall collectively mean the Land and Improvements, following construction thereof.

“Related Agreement” shall mean the HEDC Economic Development Agreement, and any agreement, other than this Agreement, by and between the City and the Company, its parent company, and any affiliated or related entity controlled or owned by Company, or its parent company.

“Rent” shall mean for each Hotel an amount equal to forty percent (40%) of the maximum amount allowed by law of the Hotel Occupancy Tax from the respective Hotel.

“Required Use” shall mean the continued operation of the Hotels in accordance with the standards of an Approved Franchise, the Civic Centers, the retail component of the Improvements, and related amenities, open to the public and serving the citizens of the City.

“Roadway Impact Fees” shall mean roadway facilities impact fees imposed by City and assessed against the Land by the City, if any, pursuant to Chapter 395 of the Texas Local Government Code and in accordance with the Code of Ordinances of the City.

“Tax Year” shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

“Taxable Value” shall mean the appraised value as certified by the Appraisal District as of January 1 of the given Tax Year.

“Towne Place Suites” shall mean a 4-story hotel containing 99 rooms operated pursuant to a franchise as a Towne Place Suites by Marriot, or other Approved Franchisor at 321 Wintergreen Road, Hutchins, Texas.

Article III
Economic Development Grants and Civic Center

3.1 Annual Grants.

(a) Annual Grants. Subject to the obligation of Company to repay the Grants pursuant to Article V herein, and the continued satisfaction of all the terms and conditions of this Agreement, and further provided the combined Taxable Value for the Improvements, is at least \$30 Million Dollars (“Minimum Taxable Value”) as of January 1 of each year during the term of this Agreement, beginning January 1 of the calendar year following Completion of Construction of all the Improvements, City agrees to provide Company with ten (10) consecutive Annual Grants, to be paid within thirty (30) days after City receipt of the applicable Payment Request following March 1 of each calendar year (or the immediately following business day if March 1 is not a business day), beginning with March 1 of the calendar year following the First Grant Year, provided City has timely received the City the ad valorem taxes assessed against the Real Property in full for the respective Grant Year (i.e., the tax year immediately preceding the year in which a Improvement Grant is to be made). Company shall submit a Payment Request for the Annual Grants on or after March 1 of the calendar year that follows such Grant Year, but no later than 90-days thereafter, beginning March 1 of the calendar year, following the First Grant Year. Failure to timely submit a Payment Request for a given Grant Year shall operate as a forfeiture of the Annual Grant for such Grant Year. The failure of the Improvements to achieve the Minimum Taxable Value for any tax year during the term of the Agreement shall not constitute a breach or default of this Agreement subject to termination and repayment of the Grants as provided in Article V hereof but shall operate as a forfeiture of such Annual Grant. If such a forfeiture occurs Company will still be eligible to receive the remaining Annual Grants for the remaining Grant Years provided Company is otherwise not in breach of or default of this Agreement or a Related Agreement.

(b) Tax Protest. In the event Company or another Party timely and properly protests or contests (including any motion to correct the appraisal roll) the Taxable Value and/or the taxation of the Real Property with the applicable appraisal district (or its successor), the obligation of City to provide the applicable Annual Grant, for such Tax Year shall be abated until a final determination has been made of such protest or contest. In the event Company or another Party protests and/or contests results in a final determination that changes the appraised value and/or the Taxable Value of the Real Property, or the amount of ad valorem taxes assessed and due for the Real Property (or portion thereof) after an Annual Grant has been paid for such Tax Year, the Annual Grant for such Tax Year shall be adjusted (increased or decreased as the case may be) accordingly on the date of payment of the next Annual Grant, or within thirty (30) business days after such determination in the event no further Annual Grants are due under the Agreement.

(c) Refunds and Underpayments of Annual Grants. In the event City reasonably determines that the amount of an Annual Grant paid by City to Company exceeded the amount due to Company under this Agreement, the City notify the Company and request that the Company refund the amount of such Annual Grant that exceeded the correct amount to which Company was entitled (together with such records, reports, and other information necessary to support such determination), (referred to as the “Excess Grant”). Company shall have thirty (30) days from

receipt of City's written notification to pay the Excess Grant to City. In lieu of repaying City, Company may instruct City in writing to reduce the amount of the next Annual Grant payment immediately following Company's receipt of City's written notice of the Excess Grant by the amount of the Excess Grant. If City, reasonably determines that the amount by which such Annual Grant was less than the correct amount to which Company was entitled (together with such records, reports, and other information necessary to support such determination), City shall pay the adjustment to Company not later than thirty (30) days after making such determination.

3.2 Impact Fee Waiver. Subject to Company's satisfaction of all the terms and conditions of this Agreement, and the obligation of Company to repay the Grants pursuant to Section 5.2 hereof, the City agrees to waive the collection of fifty percent (50%) of the Roadway Impact Fees assessed against the Land, if any, which become due and payable prior to the date a building permit is issued for the Improvements. Impact Fees are not waived and shall be due and payable with respect to the development of the Land and Improvements, or any portion thereof, if at the time Company is not the owner of the Land or Improvements, or portion thereof.

3.3 Construction Schedule. Company agrees, subject to delays resulting from events of Force Majeure to (i) cause Commencement of Construction of the Improvements to occur on or before December 31, 2026, and (ii) cause Completion of Construction of the Improvements to occur on or before December 31, 2029.

3.4 Inspection/Access. The City, its agents and employees, shall have the right of reasonable access to the Improvements during construction to inspect the Improvements, at reasonable times during normal business hours and with reasonable notice to Company and in accordance with their visitor access and security policies, in order to insure that the construction is in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof).

3.5 Casualty and Condemnation.

(a) If a Hotels, or portion thereof, is damaged partially or destroyed by Casualty, regardless of the extent of the damage or destruction, Company shall, subject to events of Force Majeure and the availability of adequate insurance proceeds, within two hundred seventy (270) days from the date of such Casualty commence to repair, reconstruct or replace the damaged or destroyed portion of the Hotel, and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the Hotel to substantially the condition it was in before the Casualty. In the event, Company fails to timely repair, restore or reconstruct the Hotel and complete the same within eighteen (18) months from the date Company commences the restoration work, this Agreement and the City's obligation to pay any Rent for such Hotel shall terminate. The City shall not be obligated to pay Rent during any period for the repair, restoration or reconstruction of a Hotel.

(b) If a Hotel, or portion thereof is taken for public or quasi-public purposes by condemnation because of any action or proceeding in eminent domain or transferred in lieu of

condemnation to any authority entitled to exercise the power of eminent domain, this Agreement and the City's obligation to pay any Rent for the Hotel shall terminate.

3.6 Required Use. Beginning on the Commencement Date, and continuing thereafter until the Expiration Date, the Real Property shall not be used for any purpose other than the Required Use and the Company shall not allow the operation of the Real Property in conformance with the Required Use to cease for more than thirty (30) days, except (i) in connection with and to the extent of an event of Casualty or Force Majeure, and (ii) except in connection with any cessation of not more than ninety (90) days that is due to a change in the Approved Franchisor for a Hotel.

3.7 Civic Center.

(a) Lease. In consideration of the covenants, agreements and conditions set forth herein, Company does hereby lease, let, demise and rent, for the Lease Term and City does hereby rent and lease from Company for the Lease Term, each Civic Center in each Hotel for the Civic Center Use (as defined in Section 5.3 (b) of this Agreement).

(b) Rent. Subject to the continued satisfaction of the terms and conditions of this Agreement by the Company and provided the Company has timely caused Commencement and Completion of Construction of the Improvements to occur the City shall, during the Lease Term, pay to Company or to such person or entity as Company shall designate in writing, Rent, for the use and occupancy of each Civic Center, and as consideration for Company's management of the Civic Centers for the City. Rent shall be paid on an annual basis within sixty (60) days after the end of each of the ten (10) consecutive twelve (12) month periods following the respective Commencement Date. Any payment made by the City hereunder is limited to the extent of the lawfully available funds from the City's receipts from the collection of the Hotel Occupancy Tax revenue imposed pursuant to Chapter 351, Tax Code attributable to the occupancy of sleeping rooms at the respective Hotel.

(c) The obligation of the City to pay Rent shall be conditioned upon the compliance and satisfaction of the terms and conditions of this Agreement by Company and each of the following:

- (i) Good Standing. Company shall not have an uncured breach or default of this Agreement or a Related Agreement.
- (ii) Hotel Tax Reports. Company shall have timely delivered the Hotel Tax Reports to the City for the applicable calendar year.
- (iii) Receipt of HOT. City shall have received HOT for the applicable calendar year.

(d) Conditions of Use. Company shall have exclusive use of the Hotel, except the City may use the Civic Center portion of the Conference Center for Civic Center Use as set forth below.

(e) Civic Center Use. As consideration for the Rent City shall, without charge or expense, be entitled to the use of Civic Center meeting rooms at least four (4) times (each such use not to exceed two (2) consecutive days unless otherwise agreed by the Parties) each calendar year upon ninety (90) days prior written notice, and at additional times as may be agreed by the Parties when available (“Civic Center Use”). Any food and beverage, set up, cleaning or other agreed services shall be charged to the City at the Company’s direct cost to provide the same. Civic Center Use must conform to the Approved Franchise uses, except that the City is not required to use the food and beverage services of the Hotel during Civic Center Use and may cater food and beverages during periods of Civic Center Use.

(f) Civic Center Standards. Company shall equip and furnish each Civic Center in such a manner that it is readily useable by the City as a municipal civic center for the booking of business conventions, meetings, and similar activities. Company shall keep and maintain the Civic Center in a good state of appearance and repair (except for reasonable wear and tear) at Company’s own expense. City shall be responsible for, and pay for any damages to, each Civic Center and/or the Hotels, or promptly repair any such damages that occur during the City’s use of the Conference Center.

(g) Management Duties. The Company shall maintain, manage and operate the Civic Center on behalf of the City. The Company will cause the Civic Center to be operated and maintained according to this Agreement. The Company agrees to provide management services at least equal to those provided for comparable facilities in the DFW Metroplex.

3.8 Hotel Tax Report. Company shall provide, or cause the Hotel Operator to provide, the City with a Hotel Tax Report within thirty (30) days after the end of each calendar month beginning with the thirtieth (30th) day immediately following the last day of the month in which the Commencement Date occurs and continuing thereafter on the thirtieth (30th) day after each calendar month during the Lease Term. The Hotel Tax Report shall be accompanied by a copy of the Hotel report required to be submitted to the Comptroller of the State of Texas, or its successor, pursuant to Texas Tax Code Section 156.151. For purposes of payment of Rent pursuant to this Agreement only and for no other purpose, if the Hotel Tax Report is not submitted within one hundred eighty (180) days after the date the respective report is due, then Company is deemed to have forfeited payment of Rent by the City for the period to which the undelivered report relates. The City shall not be required to pay any Rent for any calendar year during the Lease Term for so long as the City has not received Hotel Occupancy Tax in full for such period.

3.9 Hotel Tax Records. The Company shall (and cause the hotel operator) keep and maintain accurate records of the Hotel Occupancy Tax collected by the Company and paid to the City, and to the State Comptroller, or successor agency, during the term of this Agreement that is paid by the occupant of each sleeping room in the Improvements. Such records shall include, but not be limited to, at a minimum, guest folios, tax exemption certificates, and any original documents such as posting ledgers and rate and stay adjustment reports. These records may be retained in any retrievable format, including but not limited to micro form; shall be maintained for a period of not less than five (5) years; and shall be available for inspection upon request by any

employee, agent, officer or representative of the City at all reasonable times. Any adjustments or allowances made or granted shall be reported to the City on a form prescribed by the City.

3.10 Hotel Records Inspection; Annual Audit. The City shall have the right to audit the books and records of Company pertaining to the operation of the Hotel and Conference Center and any operator thereof during normal business hours upon prior written notice thereof to determine the correctness of the Hotel Tax Reports or the amount of taxes due City and/or State of Texas under Texas Tax Code Chapter 351 and/or 156. Company agrees to pay the cost of an annual audit of the Hotel Tax Records to be performed by an independent party selected by the City. Company shall cause the Hotel Operator to cooperate with the City with any such audit.

3.11 Limitations of Grants. Under no circumstances shall the obligations of City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of City's obligations under this Agreement shall be pledged or otherwise encumbered by Company in favor of any commercial lender and/or similar financial institution

3.12 Current Revenue. The Grants made hereunder shall be paid solely from lawfully available funds pursuant to Texas Constitution Article II, Section 52-a, and Texas Local Government Code Chapter 380. Consequently, notwithstanding any other provision of this Agreement, City shall have no obligation or liability to provide any Grants except as allowed by law.

Article IV Conditions to Grants

The obligation of the City to provide the Grants hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by Company and the terms and conditions set forth below; provided, however, that the failure to meet a condition shall not prevent the payment of the applicable Grant prior to the specified deadline for satisfaction of the condition.

4.1 Payment Request. Company shall, as a condition precedent to the payment of the applicable Annual Grant, timely provide City with the applicable Payment Request.

4.2 Good Standing. Company shall not have an uncured breach or default of this Agreement or any Related Agreement.

Article V Termination; Repayment

5.1 Termination. This Agreement shall terminate upon any one or more of the following:

- (a) By written agreement of the Parties;
- (b) Expiration Date;
- (c) On the date set forth in a written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement or a Related Agreement and such breach is not cured within sixty (60) days after written notice thereof in accordance with this Agreement.
- (d) On the date set forth in a written notice upon written notice by the City, if Company suffers an event of Bankruptcy or Insolvency.
- (e) On the date set forth in a written notice upon written notice by the City, if any Impositions owed to the City or the State of Texas by Company shall become delinquent after thirty (30) days written notice is delivered pursuant to this Agreement (provided, however, Company retains the right to timely and properly protest and contest any such Impositions);
- (f) On the date set forth in a written notice upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement in whole, but not in part, invalid, illegal or unenforceable; or
- (g) On the date set forth in a written notice upon written notice by either Party, if any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment. In the event this Agreement is terminated by the City pursuant to Section 5.1 (c), (d), (e), (f) or (g), City shall be relieved of any further obligation to pay any Rent to the Company and Company shall immediately pay to City an amount equal to Improvement Grants, the amount of the Impact Fee Waiver and the Rent previously paid or provided by City to Company, as of the date of termination, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank reasonably selected by City) as its prime or base commercial lending rate, which shall accrue from the Effective Date. The repayment obligation of Company set forth in this section hereof shall survive termination.

5.3 Right of Offset. City may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) due to City and/or HEDC from Company and/or any Company Affiliate, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether the debt due City has been reduced to judgment by a court.

Article VI Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that the Company and City, in satisfying the conditions of this Agreement, have acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received: (i) three (3) days after deposit in United States Mail, postage prepaid, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing); (ii) or on the day received if sent by courier or otherwise hand delivered.

If intended for City, to:

City of Hutchins
Attn: City Administrator
321 N. Main Street
Hutchins, Texas 75141

With a copy to:

Joe Gorfida
Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

If intended for Company:

Attn: Mainul Khan, Manager
Pinecove Investment Hutchins
LLC
8509 Orchard Hill Drive
Plano, Texas 75025

6.5 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.6 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

6.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6.9 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

6.10 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

6.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.12 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.13 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.14 Assignment. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by the Company without the prior written consent of the City Manager.

6.15 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.16 Employment of Undocumented Workers. During the term of this Agreement, the Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company shall repay the Rent, Annual Grants, the Impact Fee Waiver, and any other funds received by the Company from the City as of the date of such violation within 120 days after the date the Company is notified by the City of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

(Signature page to follow)

EXECUTED on this _____ day of _____, 2026.

HUTCHINS, TEXAS

By: _____
James Quin, City Administrator

Attest:

By : _____
Cynthia Olguin, City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

EXECUTED on this _____ day of _____, 2026.

PINECOVE INVESTMENT HUTCHINS LLC

By: _____
Mainul Khan, Manager

EXHIBIT "A"
Legal Description of the Land

WHEREAS, Wintergreen Road 22 Acre, L.P., is the owner of a tract of land located in the City of Hutchins, Dallas County, Texas, being all of the remainder of that called 22.7177 acres tract of land described by deed to Wintergreen 22 Acre L.P., as recorded in Volume 2005184, Page 1719, Deed Records, Dallas County, and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with cap stamped "RPLS 5199" found at the southwest corner of Lot 1, Block A, QT 973 Addition, an addition to the City of Hutchings as recorded by Instrument No. 201000 I 05556, Official Public Records, Dallas County, said point being in the northerly right-of-way line of Wintergreen Road (variable width R.O.W.) and the easterly line of that certain called 1.137 acres tract of land described by deed to Union Pacific Railroad Company as recorded in Volume 2004087, Page 14023, Deed Records, Dallas County, Texas;

THENCE, along the westerly line of said Lot 1 and the easterly line of said 1.137 acre tract, North 19 degrees 18 minutes 50 seconds East, a distance of 459.00 feet to a 5/8" iron rod with cap stamped "RPLS 5199" found for the northwest corner of said Lot 1 for the **POINT OF BEGINNING**;

THENCE continuing along the easterly line of said 1.137 acre tract as follows:

North 18 degrees 36 minutes 42 seconds West, a distance of 140.46 feet to a 5/8" iron rod with cap stamped "SCI" set for the beginning of a non-tangent curve to the right;

Along said non-tangent curve to the right through a central angle of 45 degrees 54 minutes 02 seconds, a radius of 600.00 feet, an arc length of 480.67 feet, a chord bearing of North 33 degrees 57 minutes 02 seconds East and a chord distance of 467.92 feet to a 5/8" iron rod with cap stamped "SCI" set;

North 29 degrees 02 minutes 02 seconds West, a distance of 7.09 feet to a 5/8" iron rod with cap stamped "SCI" set in the northerly line of said 22.7177 acre tract and the southerly line of that certain called 0.7219 acre tract (called Tract 1) of land described by deed to Hutchins Warehouse Limited Partnership as recorded by Instrument No. 20080061179, Official Public Records, Dallas County, Texas;

THENCE, along the northerly line of said 22.7177 acre tract and the southerly line of said Tract 1, and along the southerly line of that certain called 0.3570 acre tract (called Tract 2), as described in aforementioned deed, to Hutchins Warehouse Limited Partnership, North 60 degrees 15 minutes 15 seconds East, a distance of 1,036.02 feet to a 1/2" iron rod found for the northeast corner of said 22.7177 acre tract, same being in the westerly right-of-way line of Interstate Highway 45 (variable width R.O.W.);

THENCE along the easterly line of said 22.7177 acre tract and said westerly right-of-way line as follows:

South 23 degrees 10 minutes 07 seconds East, a distance of 147.24 feet to a 1/2" iron rod found with cap stamped "Shields & Lee";

EXHIBIT "A"
Legal Description of the Land

South 16 degrees 02 minutes 27 seconds East, a distance of 61.68 feet to a 5/8" iron rod found stamped "TERRACORP" found for the northeast corner of that certain called 0.757 acre tract of land described by deed to Firebrand Properties, LP as recorded by Instrument No. 201600048496, Official Public Records, Dallas County, Texas;

THENCE, departing the westerly right-of-way line of Interstate Highway 45, along the northerly line of said 0.757 acre Firebrand tract, South 59 degrees 54 minutes 45 seconds West, a distance of 290.20 feet to a 5/8" iron rod with cap stamped "SCI" set;

THENCE, along the westerly line of said 0.757 acre Firebrand tract, South 30 degrees 00 minutes 43 seconds East, passing at a distance of 119.48 feet the southwest corner of said Firebrand tract and the northwest corner of that certain called 0.757 acre tract of land described by deed to POP Holdings, LP as recorded by Instrument No. 201600048436, Official Public Records, Dallas County, Texas, and continuing for a total distance of 295.24 feet to a 1/2" iron rod with cap stamped "TERRA CORP" found for the southwest corner of said 0.757 POP Holdings tract, same being in the westerly right-of-way line of said Interstate Highway 45;

THENCE, along said westerly right-of-way line, South 35 degrees 25 minutes 21 seconds West, a distance of 43.83 feet to a 5/8" iron rod with cap stamped "RPLS 5199" found for the intersection of said westerly right-of-way line and the northerly line of the aforementioned Lot 1, Block A, QT 973 Addition;

THENCE departing said westerly right-of-way and along the northerly line of said addition as follows:

North 29 degrees 45 minutes 19 seconds West, a distance of 44.68 feet to a 5/8" iron rod with cap stamped "SCI" set;

South 60 degrees 01 minutes 53 seconds West, a distance of 597.98 feet to a 5/8" iron rod with cap stamped "RPLS 5199" found;

North 30 degrees 00 minutes 42 seconds West, a distance of 128.87 feet to a 5/8" iron rod with cap stamped "RPLS 5199" found;

South 60 degrees 02 minutes 45 seconds West, a distance of 524.04 feet to the **POINT OF BEGINNING**, containing 514,788 square feet or 11.8179 acres of land, more or less.