

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This Business Improvement Grant Program Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Black Forest Flex Park, LLC** (the “Company”), whose principal address is 27210 Hwy 249, Bldg. B, Tomball, Texas 77375.

WITNESSETH:

I. Requirements of Company

1.1. BIG Program MEGA Grant Acceptance. By executing this Agreement, the Company agrees to accept the Grant made herein according to the terms of the Business Improvement Grant (“BIG”) Program Guidelines and Criteria, as attached hereto as Exhibit A (the “Criteria”). The Company acknowledges that it receives this Grant on the basis of its application for the Grant found in Exhibit B, attached hereto and hereby incorporated as part of this Agreement (the “Application”). Any substantial deviation by the Company from its proposals in the Application must be approved in writing by the TEDC prior to the construction of any proposed improvements. Failure to gain such prior written approval will be considered an Event of Default.

1.2 Improvements Approved for Reimbursement. The Company shall construct the improvements described and proposed by Company in the Application (the “Improvements”) within nine (9) months of the Effective Date. In constructing the

1.3. Operations. The Company covenants and agrees that it will continue to operate its business in the city of Tomball from the Effective date through the first anniversary of the date on which the Grant is paid, according to the terms of Article II below. Failure to remain in operation during said time period shall be considered an Event of Default.

1.4. Undocumented Workers. The Company further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

1.5 Compliance with Laws. The Company agrees that it will operate the Business on the Property in compliance with all applicable laws, ordinances, and regulations of the City of Tomball and the State of Texas. The Company shall not fail to timely pay any ad valorem taxes due for the Property, and shall timely make any sales tax payments to the State of Texas.

II. TEDC Requirements

2.1 Grant. In consideration of the Company's representations, promises, and covenants, TEDC agrees to pay the Grant of \$50,000.00 as reimbursement for the construction of the Improvements.

2.2 Grant Disbursement. The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of certification by the Company of the completion of the required improvements, including proof of paid receipts for all labor and materials and photographs showing completion of the Improvements in accordance with the Application.

III. Term

3.1 Term. This Agreement shall be in effect as of the Effective Date, identified below, and shall continue to the third anniversary of the date the Company begins operating the Business on the Property, unless terminated earlier according to the terms of this Agreement.

IV. Default and Remedies

4.1 General Event of Default. Failure of Developer or TEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement is an Event of Default, and such failure remains uncured for thirty (30) days after written notice of such failure from the non-defaulting party to the defaulting party in the manner provided by Section 9, below.

4.2 Other Default Events. The following shall also constitute an event of default by the Company:

- Any fraud or material misrepresentation by the Company to the TEDC
- Any insolvency or related event of Company
- Revocation of a certificate of occupancy for the Property.

4.3 Remedies. It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC.

V. Miscellaneous Terms

5.1 Binding Agreement. By executing this Agreement, the signing parties represent that they are authorized by law to execute this Agreement and agree to be bound by its terms. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

5.2 Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice

is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City: Tomball Economic Development Corporation
401 W. Market Street
Tomball, Texas 77375
Attn: President, Board of Directors

If to Company: Black Forest Flex Park, LLC
25511 Budde Rd, Suite 1303
Spring, Texas 77380
Attn: Mark Redlingshafer

5.3. Location. This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

5.4 Assignment. This Agreement may not be assigned to another party with the written consent of the other party to this Agreement.

(signature page to follow)

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2026 (the “Effective Date”).

Black Forest Flex Park, LLC

By: _____

Name: Mark Redlingshafer__

Title: Owner _____

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Lisa Covington _____

Title: TEDC Board President __

ATTEST:

By: _____

Name: _____

Title: TEDC Board Secretary _____

EXHIBIT A

BIG PROGRAM GUIDELINES

E. Mega Grant:

A mega grant for up to \$50,000 may be awarded for an improvement project that encompasses a multi-tenant retail, commercial, or service center.

The Project must make a minimum private investment amount of \$100,000 in order to be eligible for the Mega grant bringing the total project investment to at least \$150,000.

Mega grants will be reviewed competitively based upon location, existing property conditions, quality of improvements, and need. Special consideration will be given to projects visible from SH 249/SH 249 Business, FM 2920, or located in the downtown district.

The recipient of a Mega grant award would not be eligible for additional BIG funds at the same project site in the fiscal year the Mega grant was approved.

Application for Mega Grant must be made by the authorized Property Management Company or Property Owner and not on a tenant by tenant basis.

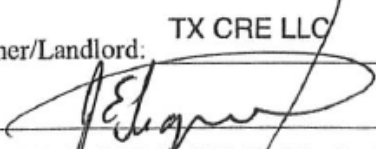
EXHIBIT B
COMPANY APPLICATION

VERIFICATION

I (We), the undersigned APPLICANT(S), certify that all the information furnished TEDC has been furnished freely by the APPLICANT(S), herein, and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Tomball Economic Development Corporation may or may not grant a Business Improvement Grant based upon application or request hereunder purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to Tomball Economic Development Corporation on this, the 21st day of May, 2020.

Applicant:	<u>Black Forest Flex Park, LLC</u>	Applicant:	_____
Signature:	<u></u>	Signature:	_____
Address:	<u>27210 Hwy 249</u>	Address:	_____
	<u>Tomball, TX 77375</u>		_____
Phone No.:	<u>(913) 980-3887</u>	Phone No.:	_____

Property Owner/Landlord:	<u>TX CRE LLC</u>
Signature:	<u></u>
Address:	<u>25511 Budge Rd Suite 1303, The Woodlands, TX 77380</u>
Phone No.:	<u>(281) 384-3505</u>

