

## **ECONOMIC DEVELOPMENT AGREEMENT**

**THIS ECONOMIC DEVELOPMENT AGREEMENT** (“Agreement”) is made and entered into as of the 3rd of August, 2020, by and between the City of Friendswood, a home-rule municipality situated in Galveston and Harris Counties, Texas (“City”), and **TBH Holding Group, LLC** (“Developer”), collectively referred to herein as the “Parties.”

### **WITNESSETH:**

**WHEREAS**, Developer proposes to enter into an agreement to construct a commercial building consisting of 10,400 square feet at 104 Whispering Pines Avenue, (the “Project Facility”) on 1.6507 acres of land, situated in the Sarah McKissick League, Abstract Number 151, being out of and a part of Lot 4, Block 11, Friendswood Subdivision, Galveston County, Texas, and which location is more particularly described and depicted in **Exhibit A** attached hereto and made a part hereof; and

**WHEREAS**, Developer proposes to erect a new commercial building consisting of 10,400 square feet, the total estimated cost of which is \$1,289,000; and

**WHEREAS**, upon completion of such construction, business tenants that are identified on the City’s Target Market List propose to locate to the city and occupy the Project Facility; and

**WHEREAS**, Developer has applied to City for a business incentive grant to help defray a portion of the costs of construction referred to above, a copy of which application (the “Application”) is attached hereto and made a part hereof as **Exhibit B**; and

**WHEREAS**, pursuant to Article III, §52a, Texas Constitution, and Chapter 380, Texas Local Government Code, municipalities are authorized to establish programs to promote local economic development and to stimulate business and commercial activity in the municipality; and

**WHEREAS**, in accordance with such enabling laws, City has adopted a “Chapter 380 Economic Development Program” (the “Program”); and

**WHEREAS**, City hereby finds and determines that Developer’s proposed Project, together with the proposed Project Facility, as set forth in the Application, meets the minimum eligibility requirements for an economic incentive grant pursuant to the Program; and

**WHEREAS**, City hereby finds and determines that the Project encourages new private investment and employment, and the commercial project can be reasonably anticipated to act as a catalyst for further economic development in the City; and

**WHEREAS**, City desires to provide an economic development incentive grant to induce Developer to proceed with the implementation of the Project; now therefore,

**FOR AND IN CONSIDERATION** of the mutual promises, covenants, and agreements herein, the Parties agree as follows:

**I. Inducement by City.**

City commits that it will provide an economic incentive grant (“Grant”) to the Developer in accordance with the terms contained herein. City will provide, in the form of a reimbursement to Developer, an economic incentive grant (“Grant”) in an amount not to exceed Thirteen Thousand and No/100 Dollars (\$13,000.00), payable within forty-five (45) days following issuance of required certificates of occupancy of: (1) the completed Project Facility; and (2) business tenant occupancies of fifty percent of the Project Facility.

These Grant funds will be used toward reimbursement to Developer for costs including but not limited to building improvements, utility line extensions, drainage improvements, water and sewer impact fees, or fees relating to or required for the connection of the Project Facility to City public infrastructure.

**II. Performance by Developer.**

**Improvements to Project Facility.** Developer shall provide for the new construction of the Project Facility as set forth in the Application. Construction shall commence within 120 days following the date hereof, and shall be substantially complete within three-hundred sixty-five (365) days hereof. The value of improvements to the Project Facility shall be as determined by the Galveston County Central Appraisal District as of January 1, 2021.

**III. Recapture for Default.** Grant funds provided hereunder by City shall be contingent on compliance with the provisions of Section II above. In the event of default on any of such requirements, and failure to completely cure any such default within thirty (30) days following written notice thereof by City to Developer, Developer shall refund to City the full amount of Grant funds provided hereunder.

Any required refund payment shall be remitted to City within thirty (30) days following the expiration of the cure period set forth above, and any delinquent payment shall bear interest at the maximum rate allowed by law.

**IV. Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. Venue for any action arising out of this Agreement shall be in Galveston County, Texas.

**V. Notices.** Any notice hereunder shall be given in writing to the party for whom it is intended, in person or by certified mail, at the following addresses or such future addresses as may be designated in writing:

If to Developer:

TBH Holding Group, LLC.  
104 Whispering Pines Avenue  
Friendswood, Texas 77546

If to City:

City Manager  
City of Friendswood  
910 S. Friendswood Drive  
Friendswood, Texas 77546

Notice shall be deemed received upon actual receipt or upon refusal of receipt.

**VI. Assignment and Succession.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and assigns of the respective parties. All rights hereunder may be assigned by Developer without restriction to any wholly owned subsidiary or affiliate of Developer or other entity controlled by Developer or by a subsidiary or affiliate of Developer, provided that notice of each assignment shall be given in writing to City, but no other assignment shall be effective without the City's written approval and consent. Provided further, no assignment hereunder shall be effective without the written acknowledgment and acceptance by the assignee of the duties and obligations of Developer set forth in this Agreement. Such approval shall not be unreasonably withheld.

**VII. Time of Essence.** Time is of the essence of this Agreement. However, in the event the date specified or computed under this Agreement for the performance of an obligation

by any party, or for the occurrence of any event provided herein, shall be a Saturday, Sunday or “legal holiday” (defined for purposes hereof as any holiday observed by the County), then the date of such performance or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday or legal holiday.

**VIII. Modification/Entire Agreement Expressed.** No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated, and signed by the Parties. This Agreement constitutes the entire agreement between the parties. No party shall be bound by any term, conditions, statement, or representations, oral or written, not herein contained.

**IX. Severability.** If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby; and in lieu of such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement, a legal, valid, or enforceable term or provision, as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

**X. Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraph contained herein.

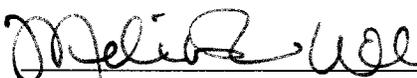
**XI. Operations.** It is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business in the Project Facility. The City and Developer acknowledge and agree that Developer may, at its sole discretion and at any time cease the operation of its business in the Project Facility, and City hereby waives any legal action for damages or for equitable relief which might be available because of such cessation of business activity by Developer except for the recapture of Grant funds as specifically set forth in this Agreement. Provided, however, if Developer fails to construct the improvements to the Project Facility as set forth herein, Developer agrees to reimburse City for all costs expended by City or for which it is legally obligated to expend, as a result of its performance of this Agreement. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or other entity between City and Developer, with regard to the Project, and City shall have no right hereunder to control the operation of Developer or the Project. Provided,

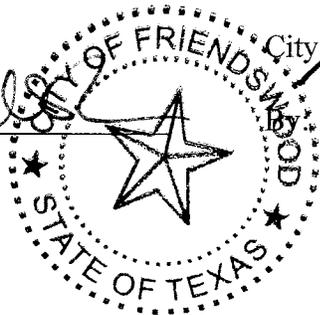
however, nothing contained herein shall be construed as waiving or limiting the power and authority of City to exercise its police powers, or exempt Developer from complying with lawfully adopted rules, regulations, ordinances, or laws of the State of Texas or City.

**XII. Agreement Product of Negotiation.** The Parties agree that this Agreement is the product of negotiation, that each Party has been represented by counsel of their own choosing, that each has freely entered into this Agreement after consulting with their counsel, and that this Agreement contains the terms and conditions requested and required by each. This Agreement shall be construed as having been drafted by all Parties and no term or provision shall be construed either in favor of or against a party on the basis that a party did or did not author this Agreement.

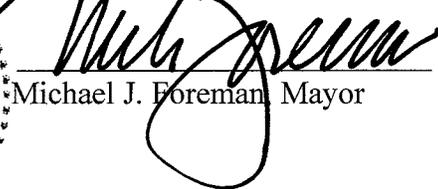
IN WITNESS WHEREOF, and as authorized respectively by the City Council of the City of Friendswood and **TBH Holding Group, LLC**, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

  
Melinda Welsh, City Secretary



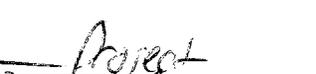
City of Friendswood, Texas

  
Michael J. Foreman, Mayor

ATTEST:

  
(Name and title)

TBH Holding Group, LLC

By:    
(Name and title) Project Manager



# Exhibit B

## Attachment B

### INCENTIVE WORKSHEET PROJECTS OFFICE OF ECONOMIC DEVELOPMENT USE THIS SECTION

Date 04/02/2020

Given TBH Holding Group, LLC

#### PROJECT CONTACT

Name Smile Bathla  
Address 104 Whispering Pines Ave  
Friendswood, TX 77546

Company TBH Holding Group, LLC  
Phone ( 409 ) 454-9422  
Fax ( )  
E-Mail smile@consultcoastal.com  
Mobil \_\_\_\_\_

#### GENERAL PROJECT DATA

Company Name TBH Holding Group, LLC

Web Address \_\_\_\_\_

Location  
Address 106 Whispering Pines Ave

New Construction  Y  N  
Expansion  Y  N  
Renovation to Existing Building  Y  N

Type of Business Circle One: LLC Corporation Partnership  
Proprietorship Other

If Relocation list current location: \_\_\_\_\_

Real Property \_\_\_\_\_  
Legal Descrip \_\_\_\_\_

Anticipated Open Date December 2020

County Galveston

Tax Acct #s 83-2951205

Primary Type of Product or Service Leasable Retail/Medical Use Building

NAICS \_\_\_\_\_

Circle One: R&D  Hqtrs.  Wholesale  
Basic Industry  Office  Retail  Other

#### SALES AND INVENTORY

N/A

	Estimated Annual Sales by Facility	Percent Subject to Local Sales Tax	Estimated Annual Purchases of Operating items Subject to Local Sales Tax	Inventory
Year 1	\$ _____	%	\$ _____	%
At Full Operation	\$ _____ (year)	%	\$ _____	%
Estimated Annual Growth (percent)	%		%	%

**FACILITY AND CONSTRUCTION INVESTMENT**

Estimated construction start date June-July 2020

	Amount	Percent Subject to Local Sales Tax
Estimated Construction Material Purchases:	\$ N/A	%
Estimated New Furniture and Equipment Purchases:	\$	%
Est. \$ of Operating Purchases from Local Service Firms	N/A	N/A

Anticipated Size of Facility (Square Feet)	Value of Property <u>before</u> Improvements		
	Land	Real Property	Business Personal Property
Year 1 <b>10,400</b>	\$ <b>900,000</b>	\$	\$
Year 2			
Year 5			

Lease Terms	Investment in Improvements and Bus. Personal Property		
	Land	Real Property	Business Personal Property
Amount \$ <b>TBD</b>	\$	\$	\$
Lease Dates <b>TBD</b>			

**UTILITY IMPACT** N/A

	Water	Sewer
Average monthly usage by the facility:	Gal	Gal
Investment needed for the new facility:	\$	\$

**EMPLOYMENT CHARACTERISTICS** N/A

Total Number of Employees	Type Employee	By	
		Percentage	Average Salary
Year 1 At Full Operation Percent Annual Growth	Executive	%	\$
	Professional	%	\$
	Administrative	%	\$
	Technical	%	\$
	Skilled Trades	%	\$
	Semi-Skilled		
	Trades	%	\$
	Unskilled Trades	%	\$
Total Facility Payroll	\$		
Number of Jobs Retained/Created in Friendswood			

**TOURISM**

Number of Annual Visitors:	
Average Duration of Stay:	

## **OUTLINE FOR IMPACT STATEMENT OF BUSINESS**

### **I. Information about the Business**

#### **a. History**

TBH Holding Group, LLC is a limited liability company created and effective in December 2018. The business plan for the company is to be a property owner to leasable retail, medical-use, and office-use tenants.

#### **b. Ownership**

Zeeshan Haq, Salah Qureshi, & Shakeel Raza are all equal partners in TBH Holding Group, LLC.

#### **c. Divisions/locations**

N/A

#### **d. When, where you started**

TBH Holding Group, LLC was formed in Pearland, TX and was effective in December 2018.

#### **e. State of organization**

State of Texas

#### **f. Directors and Officers**

Zeeshan Haq, Salah Qureshi, & Shakeel Raza

#### **g. Provide copy of annual report/submission to Dun & Bradstreet**

N/A

### **II. Reasons for economic development incentives. Include any special considerations.**

TBH Holding Group, LLC is proposing the development of 10,400 square foot building, offering leasable space to retail, medical-use, and office-use tenants in Downtown Friendswood.

### **III. Describe the project**

#### **a. Facts about the proposed site (acreage, cost, location, ownership, and proposed use).**

The project site is located on the corner of Whispering Pines Ave & S. Friendswood Drive (FM 518). It will consist of a one-story window-front building at 10,400 square feet. The building will provide leasable spaces for retail, medical clinics, and offices.

#### **b. Submit map of metes and bounds or other valid legal property description of the property.**

See attached survey & final plat (awaiting to be recorded).

#### **c. Type and value of proposed improvements (budget, list of fixed in place equipment to be included in the project).**

This project is budgeted at around \$1,500,000. It is only a shell building so there are no fixed equipment or fixtures.

#### **d. Project timeline--construction start date and end date.**

June 2020 to January 2021

#### **e. Environmental impact information must be provided, noting any anticipated impacts of the project on the environment, including, but not limited to storm water runoff, floodplains location, wetlands impact, waste(s) generated, hazardous waste/hazardous substances/regulated substances used or generated, noise levels, and state and federal environmental permits and registrations held or required.**

N/A

- f. **All other governmental assistance/incentives being requested or already approved for the project, (e.g. SBA loan, Freeport Tax Exemption).**

N/A

**IV. Jobs – N/A**

**a. Provide information on current level of employment, including: (1) current payroll; and (2) breakdown of current employment by zip code. Attach a copy of the company's most recent filing with the Texas Workforce Commission or other supporting documentation that can be used to determine actual employment level at time of application.**

**b. Provide information on the projected job creation associated with the project, including: (1) new employee needs; e.g. skilled vs. non-skilled, level of education, experience, etc; (2) proposed pay scale; (3) any training which the company will provide to its new employees; (4) upward mobility opportunities, career tracks, etc. available to less educated and experienced workers; and (5) if this is a consolidation, information on number of "new hires" vs. "transfers."**

**c. Provide information on construction jobs to be created by project.**

**d. Provide statement of commitment to equal opportunity hiring.**

**V. Competition with local business**

**a. List any competition or similar businesses in the area.**

No other business or building in the area will be any competition to us, considering our unique building design & location, located in the Downtown District.

**VI. How will this project attract new business?**

Our building will attract new businesses as it will serve as a desirable location for new tenants to operate their business in.

**VII. Provide information on alternative site considerations/and incentives being offered the company.**

N/A

**VIII. If leasing property, please attach copy of lease. If company owns or is purchasing land, please attach copy of deed or executed contract-option to purchase.**

Please see attached for Pre-Lease with tenant & copy of Deed.

**APPLICATION WILL NOT BE CONSIDERED COMPLETE UNTIL  
ALL THE REQUIRED INFORMATION HAS BEEN SUBMITTED**



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

TBH Holding Group, LLC  
File Number: 803194943

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 12/26/2018

Effective: 12/26/2018



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley  
Secretary of State

**QUIT CLAIM DEED WITH RETENTION OF ALL EASEMENTS**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

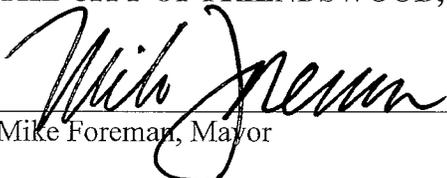
That the **CITY OF FRIENDSWOOD, TEXAS**, a municipal corporation ("Grantor"), existing by and under the laws of the State of Texas, acting by and through its duly elected Mayor, for cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents **RELEASE AND FOREVER QUIT CLAIM** all of Grantor's right, title and interest unto **TBH Holding Group, LLC**, ("Grantee"), the following "Property":

A tract or parcel containing 0.037 acre (1,592 square feet) of land out of Lot 4, Block 11, Friendswood Subdivision, Sarah McKissick League, Abstract No. 151, City of Friendswood, Galveston County, Texas, being more particularly described by metes and bounds in the attached **Exhibit "A"** and by a survey in the attached **Exhibit "B"**, which are incorporated herein for all purposes.

For the consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold to Grantee, provided, however, said quitclaim is **subject to retention of all easements**, whether apparent or non-apparent, aerial, surface, underground or otherwise extending to or encompassing all of the above-described Property. Said conveyance of the Property is subject to all present zoning and deed restrictions, if the latter exist.

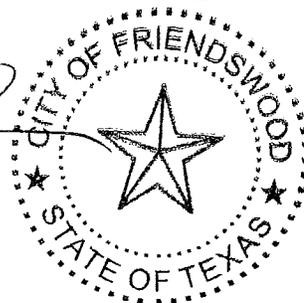
EXECUTED this 4<sup>th</sup> day of March, 2020.

**THE CITY OF FRIENDSWOOD, TEXAS**

  
\_\_\_\_\_  
Mike Foreman, Mayor

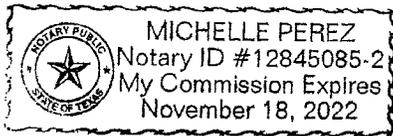
ATTEST:

  
\_\_\_\_\_  
Melinda Welsh, TRMC  
City Secretary



**STATE OF TEXAS  
COUNTY OF GALVESTON**

This instrument was acknowledged before me on March 4, 2020 by  
Mike Foreman, as Mayor for the City of Friendswood, Texas, a Texas municipal  
corporation, on behalf of said corporation.



Michelle Perez  
Notary Public, State of Texas

After Recording, Return to:

TBH Holdings, LLC  
104 Whispering Pines  
Friendswood, Texas 77546



**METES AND BOUNDS DESCRIPTION**

0.037 ACRE (1,592 SQUARE FEET)

OUT OF LOT 4, BLOCK 11, FRIENDSWOOD SUBDIVISION

SARAH MCKISSICK LEAGUE, ABSTRACT NO. 151

CITY OF FRIENDSWOOD

GALVESTON COUNTY, TEXAS

Being a tract or parcel containing 0.037 acre (1,592 square feet) of land situated in the Sarah McKissick League, Abstract Number 151, Galveston County, Texas; being out of and a part of Lot 4, Block 11, FRIENDSWOOD SUBDIVISION, a subdivision plat of record in Volume 7, Page 20 of the Galveston County Map Records (G.C.M.R.), Galveston County, Texas; said 0.037 acre tract being more particularly described as follows (bearings are oriented to the bearing base reflected by deeds recorded under G.C.C.F. No(s). 8449888 and 2018028586):

COMMENCING at a 3/4-inch iron pipe found on the northwesterly right-of-way (R.O.W.) line of Whispering Pines (60 feet wide); said iron pipe for the most easterly corner of a called 1.6507 acre tract of land conveyed to TBH Holding Group, LLC, as described by deed recorded under G.C.C.F. No. 2019012992; said iron pipe also for the most southerly corner of a called 1.477 acre tract of land conveyed to Kenton D. Harris and wife, Karolena Boyle Harris as described by deed recorded under G.C.C.F. No. 8449888;

THENCE, North 44°47'33" West, departing said northwesterly R.O.W. line and along the common line of said 1.6507 acre tract and said 1.477 acre tract, a distance of 20.00 feet to an angle point;

THENCE, South 44°49'00" West, over and across said 1.6507 acre tract, a distance of 195.37 feet to the most easterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, South 45°00'00" West, a distance of 53.71 feet to the northeasterly line of a called 0.1975 acre tract of land conveyed to TBH Holding Group, LLC and for the most southerly corner of the herein described tract;

THENCE, North 45°00'00" West, along said northeasterly line, a distance of 100.92 feet to the most westerly corner of the herein described tract and a point of curvature for a curve to the left;



METES AND BOUNDS DESCRIPTION

0.037 ACRE (1,592 SQ. FT.)

PAGE 2 OF 2

THENCE, Southeasterly, an arc distance of 119.02 feet along said curve to the left, having a radius of 119.62 feet, a central angle of  $57^{\circ}00'37''$ , and a chord which bears South  $73^{\circ}03'45''$  East, 114.17 feet to the POINT OF BEGINNING and containing 0.037 acre (1,592 square feet) of land. Boundary One Project Number 6767-0507.

Compiled by: Christian V. Offenburger, R.P.L.S.

Checked by: Thomas Offenburger

Boundary One Surveyors, L.L.C.

150 W. Shadowbend, Suite 303

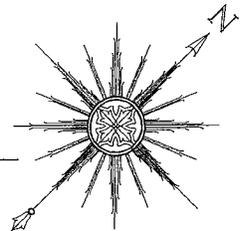
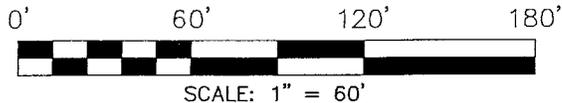
Friendswood, TX 77546

(281) 648-3131

March 2, 2020

Mb0037.docx





CALLED 1.886 ACRES  
JOHN P. GANNON  
G.C.C.F. NO. 2015006491

HATCHER LN.  
(60' R.O.W.)

R.O.W. LINE

R.O.W. LINE

FND 5/8" IR(CM)

30.00'

121.43'

N 44°56'00" E 280.09'

128.66'

FND 1/2" IR(CM)

TRACT 1  
CALLED 1.6507 ACRES  
TBH HOLDING GROUP, LLC  
G.C.C.F. NO. 2019012992

TRACT 1  
CALLED 1.6507 ACRES  
TBH HOLDING GROUP, LLC  
G.C.C.F. NO. 2019012992

TRACT 2  
CALLED 0.1975 ACRE  
TBH HOLDING GROUP, LLC  
G.C.C.F. NO. 2019012992

FUTURE  
UNRESTRICTED RESERVE A  
**0.855 ACRE**  
(37,264 SQ. FT.)

FUTURE  
UNRESTRICTED RESERVE B  
**0.910 ACRE**  
(39,624 SQ. FT.)

CALLLED 1.1945 ACRES  
HASSAN MOGHADDAM, ET UX  
G.C.C.F. NO. 2010014005

N 45°00'00" W 286.76'

FUTURE 30' U.E.

S 45°00'00" E 116.49'

S 45°00'00" W 22.35'

S 45°00'00" E 164.26'

N 44°47'33" W 300.42'

CALLLED 1.477 ACRES  
HARRIS & WIFE, KAROLENA BOYLE HARRIS  
G.C.C.F. NO. 8449888

**0.037 ACRE**  
(1,592 SQ. FT.)

P.O.B.

CONCRETE PARKING

FND 5/8" IR W/CAP  
"BOUNDARY ONE-RPLS 5489"(CM)

P.O.C.

FND 3/4" IP(CM)

N 45°00'00" E 249.96'  
(BEARING REFERENCE LINE)

R.O.W. LINE

5.77'

30.00'

"SET"

45.37'

S 44°49'00" W  
FUTURE 20' R.O.W. DEDICATION  
0.080 ACRE (3,481 SQ. FT.)  
130.00'

20.00'

FUTURE  
5.87' R.O.W. DEDICATION  
0.004 ACRE (175 SQ. FT.)

INLET

SAN MH

STM MH

CONC S/W

CONCRETE CURB(TYP)

CONC S/W

CONC DRIVE

INLET

SOUTH CORNER  
LOT 4, BLOCK 11  
N 44°49'00" E  
30.00'

**WHISPERING PINES (60' R.O.W.)**

A STANDARD LAND SURVEY OF  
0.037 ACRE OF LAND OUT OF  
LOT 4, BLOCK 11, FRIENDSWOOD SUBDIVISION  
VOL. 7, PG. 20 G.C.M.R.  
SARAH MCKISSICK LEAGUE, A-151  
CITY OF FRIENDSWOOD  
GALVESTON COUNTY, TEXAS

ABBREVIATIONS:

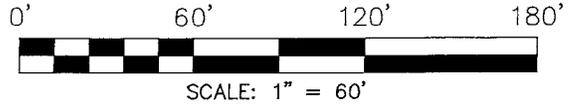
(CM)	CONTROL MONUMENT
FND	FOUND
G.C.C.F.	GALVESTON COUNTY CLERK'S FILE
G.C.D.R.	GALVESTON COUNTY DEED RECORDS
G.C.M.R.	GALVESTON COUNTY MAP RECORDS
IP	IRON PIPE
IR	IRON ROD
P.L.	PROPERTY LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
SAN MH	SANITARY MANHOLE
"SET"	SET 5/8" IR W/CAP
STM MH	STORM MANHOLE
S/W	SIDEWALK
U.E.	UTILITY EASEMENT

**boundary one**  
professional surveyors  
T.B.P.E.L.S. Firm No. 10084800  
150 W. Shadowbend Ave., Suite 304 Friendswood, TX 77546  
Office (281) 648-3191 / www.boundaryone.com

**SURVEYED FOR:**

TBH HOLDING GROUP, LLC  
SMILE BATHLA, CPA  
104 WHISPERING PINES AVE.  
FRIENDSWOOD, TX 77546  
(409) 454-9422

DRAWN BY: ATS/CW	DATE: 3-02-2020	PROJECT NO: 6767-0507
APPROVED BY: CVO	SCALE: 1" = 60'	SHEET 1 OF 2

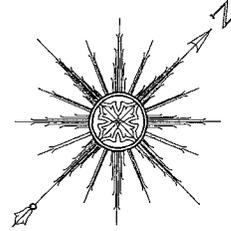


**CURVE TABLE:**

CURVE	RADIUS	DELTA	ARC	CHD BRG	CHORD
C1	119.62'	57°00'37"	119.02'	S 73°03'45" E	114.17'

**LINE TABLE:**

LINE	BEARING	DIST
L1	S 44°49'00" W	53.71'
L2	N 45°00'00" W	100.92'

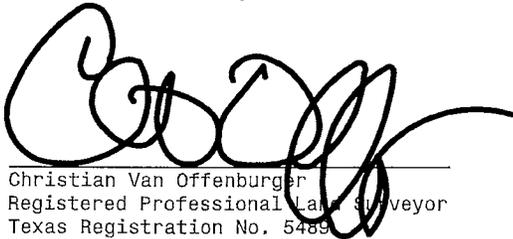


**NOTES:**

- 1.) This survey was performed without benefit of a title commitment. Easements and restrictions may exist which are not shown hereon; no additional research regarding the existence of easements or restrictions of record has been performed by Boundary One, L.L.C.
- 2.) Bearings are oriented to the bearing base reflected by deeds recorded under G.C.C.F. No(s). 8449888 and 2018028586.
- 3.) There exists a second part to this survey, being a Metes and Bounds description for the subject tract.

To: TBH Holding Group, LLC;

I hereby certify that this plat correctly represents a survey made on the ground under my supervision on March 2, 2020 and that said survey substantially complies with the current Texas Society of Professional Surveyors Standards for Land Surveys for a Category 1B, Condition II Standard Land Survey.

  
 Christian Van Offenburger  
 Registered Professional Land Surveyor  
 Texas Registration No. 5489



**A STANDARD LAND SURVEY OF  
 0.037 ACRE OF LAND OUT OF  
 LOT 4, BLOCK 11, FRIENDSWOOD SUBDMISION  
 VOL. 7, PG. 20 G.C.M.R.  
 SARAH MCKISSICK LEAGUE, A-151  
 CITY OF FRIENDSWOOD  
 GALVESTON COUNTY, TEXAS**

ABBREVIATIONS:

(CM)	CONTROL MONUMENT
FND	FOUND
G.C.C.F.	GALVESTON COUNTY CLERK'S FILE
G.C.D.R.	GALVESTON COUNTY DEED RECORDS
G.C.M.R.	GALVESTON COUNTY MAP RECORDS
IP	IRON PIPE
IR	IRON ROD
P.L.	PROPERTY LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
SAN MH	SANITARY MANHOLE
"SET"	SET 5/8" IR W/CAP
STM MH	STORM MANHOLE
S/W	SIDEWALK
U.E.	UTILITY EASEMENT

**boundary one**  
 professional surveyors

T.B.P.L.L.S. Firm No. 16034900  
 150 W. Shadowbend Ave., Suite 304 Friendswood, TX 77546  
 Office (281) 648-3131 / www.boundaryone.com

**SURVEYED FOR:**

TBH HOLDING GROUP, LLC  
 SMILE BATHLA, CPA  
 104 WHISPERING PINES AVE.  
 FRIENDSWOOD, TX 77546  
 (409) 454-9422

DRAWN BY: ATS/CW	DATE: 3-02-2020	PROJECT NO: 6767-0507
APPROVED BY: CVO	SCALE: 1" = 60'	SHEET 2 OF 2

## FILED AND RECORDED

Instrument Number: 2020013933

Recording Fee: 46.00

Number Of Pages:7

Filing and Recording Date: 03/09/2020 2:31PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

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Dwight D. Sullivan, County Clerk  
Galveston County, Texas

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*







832.800.1312

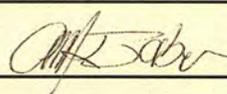
**CONSTRUCTION COST BREAKDOWN**  
**PROJECT EXPENDITURE**

**LED** *Construction & Design*

PO NUMBER \_\_\_\_\_

Project Number	20-0811
Building	Commercial
Floor	One Story Building
Cost Center	Client

Name of Project: Friendswood Shopping Center  
 Client Representative: Smile - TBH Holding Group, LLC  
 Description of Work: Demo existing parking, new underground utilities, new parking lot and new Shell building per plans  
 (Project address: 104 Whispering Pines Avenue, Friendswood, TX)  
 Project Manager: AJ

LINE ITEM	COST	FINANCIAL ACCOUNTING STAMP
<b>CONSTRUCTION</b>		
101 Mobilization, Demo, haul and trash	\$26,000.00	
102 Site Prep, grading & Underground Util	\$126,430.00	
103 Prefab Steel Building/Structure	\$137,200.00	
104 Foundation, Parking Lot, Driveway	\$486,300.00	
105 W		
106 Walls Framing (Metal Studs)	\$48,500.00	
201 Electrical	\$48,200.00	
202 Mechanical/HVAC		
203 Plumbing	\$18,100.00	
204 Windows and Doors	\$96,950.00	
205 Stucco & Stone	\$78,630.00	
206 Roofing	\$58,900.00	
<b>FINISH/DETAILS</b>		
301 Seal, Tape Float and Paint		
302 Finish (woodwork)		
303 Flooring and Baseboard		
<b>MISCELLANEOUS</b>		
401 Landscaping	\$21,200.00	
402 Plants and Planters		
<b>GENERAL CONSTION &amp; FEES</b>		
404 Supervision & General Cond	\$71,300.00	
405 Overhead		
406 Insurance		
407 PL		
408 Other		
Sub-Total:	\$1,289,010.00	
PROJECT CONT		
<b>TOTAL COST</b>	<b>\$1,289,010.00</b>	
<b>APPROVALS</b>		
TBH HOLDING	_____	Date: _____
TBH HOLDING	_____	Date: _____
LED CONSTRUCTION		Date: _____
LED CONSTRUCTION	_____	Date: _____

Remarks:  
 Approved Year: 2020  
 Estimated Start Date: 6/30/2020  
 Estimated Completion Date: 11/30/2020  
 Estimated Project Expenditure:  
 25% 00/00/00  
 25% 00/00/00  
 25% 00/00/00  
 25% 00/00/00

 **AIA** Document A101™ – 2007

*Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum*

**AGREEMENT** made as of the Twelfth day of February in the year Two Thousand Twenty

**BETWEEN** the Owner:

TBH Holding Group, LLC (Building Owner)  
104 Whispering Pines Avenue  
Friendswood, TX  
Telephone Number: 409-454-9422

And the Contractor:

LED Construction & Design, Inc.  
2500 Wilcrest Dr.  
Houston, Texas 77042  
Telephone Number: 832-800-1312  
Fax Number: 832-850-6686

For the following Project:

New Construction – Friendswood Shopping Center  
104 Whispering Pines Avenue  
Friendswood, TX 77546

The Owner and Contractor agree as follows

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

The contractor shall provide labor, material and supervision to complete the build-out of new 10,400sf one story prefab steel building as per the drawings in accordance with the approved by the designing team.

*The following work is the project scope of the buildout:*

- *Project Mobilization*
- *Demo existing parking concrete haul and trash*
- *Subgrade prep according to the geotechnical report*
- *Underground storm drainage, sanitary and waterlines*
- *New 3 phase 600amp electrical power services*
- *Temporary services to complete the construction work*
- *Building foundation according to the plan*
- *Building, metal building, roof, exterior walls*
- *Install new storefront windows*
- *Sidewalks*
- *Parking marking*
- *Landscaping*
- *LED overhead and fee*

### EXCLUSIONS:

1. Design and preconstruction services (under separate contract).
2. Material escalation costs.
3. Payment and performance bond costs.
4. Costs for the Payment and Performance Bond on any accepted alternates or unit prices.
5. Water and sewer impact fee and water meter fee costs from the City of Houston.
6. Charges, fees, or assessments from the local utility providers.
7. Certifications or fees for compliance with the International Energy Conservation Code.
8. Costs associated with unforeseen subsurface conditions.
9. Fireproofing of existing structural building & Fire protection (sprinkler system)

### **ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

Ten (10) business days after receipt of all construction permits and fully executed Prime Contract.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Eighty (180) days from the date of commencement, or as follows.

2

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### **Substantial Completion Date**

The date of the construction inspection and approval by the city of Friendswood is the substantial completion date.

### **ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Two Hundred Eighty Nine Thousand Dollars (\$1,289,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

1. The approved construction documents.
2. Demo and replacement of the existing parking.

§ 4.3 Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$ 0.00)
------	-----------------------	--------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
Hiding condition	\$ 0

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted by the Contractor for Payment, the Owner/bank shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by one or more Application for Payment shall cover percentage completed to date of the payment application.

§ 5.1.3 Provided that an Application for Payment is received by the Owner upon the completion of the above listed task, the Owner/lender shall make payment of the certified amount to the Contractor not later than the 10th day of the submitted payment application.

3

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§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.7 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages to %10)*

**§ 5.2 FINAL PAYMENT**

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner/lender to the Contractor when

.1 A final Certificate for Payment has been issued by the design team.

§ 5.2.2 The Owner's/lender's final payment (retainage) to the Contractor shall be made no later than 15 calendar days after the issuance of the Municipalities Certificate of Occupancy.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation, the method of binding dispute resolution shall be as follows:

**PARTY DISPUTE RESOLUTION/MEDIATION**

The Parties agree that before initiating mediation or any action for damages or other relief on account of any breach of this Agreement they will attempt in good faith to resolve their dispute in accordance with the procedures set forth in this Section

The Owner Representative and Contractor Representative will first attempt in good faith to resolve any dispute. If, in the opinion of either party, resolution by such representatives is unlikely or will result in undue delay, such party may make a written request to the other Party that the dispute be submitted to the level of Owner and Contractor management immediately above such representatives. Upon the delivery of such request, the parties agree to submit the dispute to such level of management with decision-making authority who will attempt in good faith to resolve the dispute. In the event the foregoing level of management is unable to resolve the dispute within ten (10) days of delivery of

such notice, the Parties agree to submit the dispute to mediation as provided herein.

The parties shall endeavor to resolve their Claims by direct negotiation and then, if unsuccessful, by mediation which, unless the parties mutually agree otherwise, shall be administered by the American

Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect

on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may

be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to 6.2 in Article 6 of this document
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

**§ 6.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with Applicable Laws in any court having jurisdiction thereof.

## **ARTICLE 7 TERMINATION OR SUSPENSION**

### **§ 7.1 TERMINATION BY THE CONTRACTOR**

§ 7.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 7.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 7.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 7.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### **§ 7.2 TERMINATION BY THE OWNER FOR CAUSE**

§ 7.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 7.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 7.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 7.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 7.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 7.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 7.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 7.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 7.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 7.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 7.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

Eight percent (5%) Per Annum

§ 8.3 The Owner's representative:

Smile Bathla  
104 Whispering Pines Avenue.  
Friendswood, TX  
Telephone Number: 409-454-9422  
Email Address: smile@consultcoastal.com

§ 8.4 The Contractor's representative:

Ammar Jaber  
7703 Hollow Glen Lane  
Houston, TX 77072  
Phone 832-800-1312  
Fax 832-850-6686  
Email Address: ledesignbuilders@yahoo.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

## **ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

---

§ 9.1.2 The Supplementary and other Conditions of the Contract:

§ 9.1.3 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this*

Drawings

Section	Title	Date	Pages
§ 9.1.4 The Drawings: <i>(The revised Architectural drawings, electrical, plumbing and mechanical)</i>			

Number	Title	Date
§ 9.1.5 The Addenda, if any: N/A		

§ 9.1.6 Additional documents, if any, forming part of the Contract Documents: N/A

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance, no bonds as set forth and agreed with the owner.  
*A201-2007.)*

Type of insurance (General Liability)	Limit of liability (\$ 1,000,000.00)
---------------------------------------	--------------------------------------

---

This Agreement entered into as of the day and year first written above.

---

**OWNER/LENDER** *(Signature)*

---

**CONTRACTOR** *(Signature)*

Ammar Jaber, President, LED Design Builders  
Corporation General Partner

---

*(Printed name and title)*

---

*(Printed name and title)*



# AGREEMENT TO LEASE

This is an Agreement to Lease (the "Agreement") effective April 1, 2020,

**BETWEEN: TBH Holding Group, LLC** (the "Lessor"), a company organized and existing  
Under the laws of the State of Texas, with its head office located at:

104 Whispering Pines Ave Friendswood, TX 77546

**AND: Texas Behavioral Health of Friendswood** (the "Lessee"), a corporation organized and existing  
under the laws of the State of Texas, with its head office located at:

12234 Shadow Creek Pkwy Suite 4104 Pearland, TX 77584

## TERMS:

It is agreed that:

1. Lessor does hereby agree to grant, demise and let a total of 2600 square feet of the future mixed-use building at 106 Whispering Pines Ave and Lessee does hereby agree to take this allotted portion of 2600 square feet situated at 106 Whispering Pines, commencing on the earlier of 1) December 1, 2020 or 2) the date the Certificate of Occupancy is obtained for assigned Suite.
2. The lease shall for a total term of five (5) years at the monthly base rent of \$1.55 PSF/Month plus Triple 'Net' or NNN charge of \$0.30 PSF/Month, equaling a total of \$2.15 PSF/Month.
3. The Lessor and Lessee have agreed to the charges paid and calculated, in respect of each party, as shown above.
4. In the event that the Lease herein provided for shall be executed, then and in such case the Lessor shall give, and the Lessee shall take possession of said premises on December 1, 2020 and the rent shall commence and be payable from said last mentioned date.
5. These presents shall operate only as an agreement to lease, and not as a lease.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR:



**Smile Bathla, CPA – Project Manager**  
**TBH Holding Group**

LESSEE:



**Zeeshan Haq - CEO**  
**Texas Behavioral Health**

# Galveston CAD

2020

## Property

### Account

Property ID: 201548      Legal Description: ABST 151 S MCKISSICK SUR PT OF LOT 4 (4-1)  
 BLK 11 FRIENDSWOOD SUB & ADJ ABND  
 HATCHER LN ROW

Geographic ID: 3460-0011-0004-001      Zoning: CSC

Type: Real      Agent Code:

Property Use Code:

Property Use Description:

### Location

Address: 104 WHISPERING PINES      Mapsco:  
 FRIENDSWOOD, TX 77546

Neighborhood: MB-S12 MEDICAL - FRIENDSWOOD      Map ID: 117-A

Neighborhood CD: MB-S12

### Owner

Name: TBH HOLDING GROUP LLC      Owner ID: 664957

Mailing Address: 12234 SHADOW CREEK PKWY STE 4104      % Ownership: 100.0000000000%  
 PEARLAND, TX 77584-7333

Exemptions:

## Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$572,010	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$410,770	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
-----			
(=) Market Value:	=	\$982,780	
(-) Ag or Timber Use Value Reduction:	-	\$0	
-----			
(=) Appraised Value:	=	\$982,780	
(-) HS Cap:	-	\$0	
-----			
(=) Assessed Value:	=	\$982,780	

## Taxing Jurisdiction

Owner: TBH HOLDING GROUP LLC

% Ownership: 100.0000000000%

Total Value: \$982,780

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax

C37	FRIENDSWOOD CITY	0.521439	\$982,780	\$982,780	\$5,124.60
CAD	APPRAISAL DISTRICT	0.000000	\$982,780	\$982,780	\$0.00
D08	GALV CNTY CONSOLIDATED DRAINAGE	0.112200	\$982,780	\$982,780	\$1,102.68
GGA	GALVESTON COUNTY	0.504396	\$982,780	\$982,780	\$4,957.11
RFL	CO ROAD & FLOOD	0.011741	\$982,780	\$982,780	\$115.39
S12	FRIENDSWOOD ISD	1.259400	\$982,780	\$982,780	\$12,377.13
Total Tax Rate:		2.409176			
				Taxes w/Current Exemptions:	\$23,676.91
				Taxes w/o Exemptions:	\$23,676.90

### Improvement / Building

**Improvement #1:** COMMERCIAL State Code: F1 Living Area: 5600.0 sqft Value: \$572,010

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	MBBG - +	BV	1982	5600.0
CPY	CANOPY	MBBG - +		1982	420.0
ST	STORAGE	MBBG - *		1982	240.0
CONC	CONCRETE	* - *		1982	24000.0

### Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CL	CL	1.8860	82154.16	0.00	0.00	\$410,770	\$0

### Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	\$572,010	\$410,770	0	982,780	\$0	\$982,780
2019	\$279,040	\$201,200	0	480,240	\$0	\$480,240
2018	\$279,040	\$201,200	0	480,240	\$0	\$480,240
2017	\$279,040	\$201,200	0	480,240	\$0	\$480,240
2016	\$279,040	\$201,200	0	480,240	\$0	\$480,240
2015	\$279,040	\$201,200	0	480,240	\$0	\$480,240
2014	\$253,890	\$201,200	0	455,090	\$0	\$455,090
2013	\$253,890	\$201,200	0	455,090	\$0	\$455,090
2012	\$253,890	\$179,690	0	433,580	\$0	\$433,580
2011	\$253,890	\$179,690	0	433,580	\$0	\$433,580

### Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/13/2019	WV	WARRANTY DEED	NEW LIFE ASSEMBLY OF GOD	TBH HOLDING GROUP LLC	2019012992	2019012992	2019012992
2		CONV	CONVERSION	UNKNOWN	NEW LIFE ASSEMBLY OF GOD	3329	0256	

### Tax Due

Property Tax Information as of 05/18/2020

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
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NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.