

Controller's Office

To the Honorable Mayor and City Council of the City of Houston:

I hereby certify, with respect to the money required for the contracts, agreements, obligation or expenditure contemplated by the ordinance set out below that:

( ) Funds have been encumbered out of funds previously appropriated for such purpose.

( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.

~~( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.~~

No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.

( ) That the money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any purposes.

( ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated hereby by this reference.

( ) Other - Grant Funds Available



Date: 10-13, 2020

City Controller of the City of Houston

10/16  
=CC

Fund Ref: 5000 3200 500159 Amount: - 6 - Encumb. No.: RF 32031-21  
OA 46-15932

City of Houston, Texas, Ordinance No. 2020-887



AN ORDINANCE APPROVING AND AUTHORIZING AN AMENDMENT TO THE LOAN AGREEMENT BETWEEN THE CITY OF HOUSTON AND GALA AT MACGREGOR, LP. APPROVED PURSUANT TO ORDINANCE NO. 2020-326, AND RELATED LOAN DOCUMENTS; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; AND DECLARING AN EMERGENCY.

**AMENDMENT NO. 1 TO LOAN AGREEMENT AND LOAN DOCUMENTS  
(CDBG-DR 17 Transaction)**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This **AMENDMENT NO. 1 TO LOAN AGREEMENT AND LOAN DOCUMENTS** (“Amendment No. 1”) is made and entered into on the countersignature date (the “Effective Date”) by and between the **CITY OF HOUSTON, TEXAS** (the “City”), a home-rule city organized under the laws of the State of Texas, **GALA AT MACGREGOR, LP**, a Texas limited partnership (“Owner”) and **CITIBANK, N.A.** a national banking association (“Senior Lender”).

**RECITALS:**

**WHEREAS**, pursuant to Ordinance No. 2020-326 (approved by City Council on April 15, 2020), the City and Owner entered into a Loan Agreement, Contract No. 4600015932 (the “Loan Agreement”) for a loan in the principal amount of \$9,400,000.00 (the “Loan”).

**WHEREAS**, in connection with the Loan Agreement, the City, Owner and Senior Lender, as applicable, entered into those certain loan documents, including without limitation: (i) Deed of Trust, Security Agreement and Financing (the “Deed of Trust”) and (ii) Intercreditor, Subordination and Funding Agreement, Contract No. 4600015932A (the “Intercreditor Agreement”) (collectively, the “Loan Documents”).

**WHEREAS**, the Loan Documents are dated as of the Closing Date (as defined in the Loan Agreement).

**WHEREAS**, the parties herein desire to amend the Loan Agreement and Loan Documents, as applicable, to include certain requirements for the recordation of the re-plat of the property, revise certain defined terms and definitions, and modify the description of the permanent Senior Loan (as defined in the Loan Agreement) and certain related terms and conditions.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants, agreements, and benefits contained in this Amendment No. 1, the parties agree as follows:

**ARTICLE 1.**

1. From and after the Effective Date, the Loan Agreement shall be revised as follows:
  - 1.1. Section 6.26 is hereby deleted in its entirety and replaced to read as follows:

**6.26 Plat.** No later than March 31, 2021, the Borrower shall cause the following to occur, at the cost and expense of the Borrower:

\* \* \* \*

**WHEREAS**, pursuant to City of Houston Ordinance No. 2020-326, passed and adopted on April 15, 2020, the City Council of the City of Houston ("City Council") approved and authorized a loan agreement ("Loan Agreement") between the City of Houston ("City") and Gala at MacGregor, LP, a Texas limited partnership ("Borrower"); and

**WHEREAS**, the Loan Agreement amount is not to exceed \$9,400,000.00 funded from Hurricane Harvey Community Development Block Grant-Disaster Recovery (CDBG-DR17) program funds ("City Loan") to be applied toward the Owner's acquisition and construction and eligible soft costs related to a 85-unit senior multifamily apartment community ("Community"), located in the vicinity of 102 Carson Court, Houston, Harris County, Texas, that will provide affordable housing to low and moderate income senior households; and

**WHEREAS**, in accordance with the terms of the Loan Agreement, Owner obtained additional financing for funding the remaining acquisition and construction costs of the Community, including a senior loan from senior lender not to exceed the original principal amount of \$15,500,000.00 during construction and not to exceed the original principal amount of \$3,766,000.00 after conversion to permanent loan ("Senior Loan"); and

**WHEREAS**, in connection with the Loan Agreement, the City, Borrower and senior lender, as applicable, entered into that certain loan documents, including without limitation: (i) Deed of Trust, Security Agreement and Financing and (ii) Intercreditor, Subordination and Funding Agreement, dated as of the closing date of the City Loan (collectively, the "Loan Documents"); and

**WHEREAS**, the Housing and Community Development Department ("HCDD") desires to amend the Loan Agreement and Loan Documents, as applicable, to: (i) include certain requirements for the recordation of the re-plat of the property; (ii) revise certain defined terms and definitions; and (iii) modify the description of the permanent Senior Loan; and certain related terms and conditions; and

**WHEREAS**, all other terms and conditions the Loan Agreement and Loan Documents, including the amounts of the City Loan and the Senior Loan, remain unchanged;

**WHEREAS**, the City Council finds that the Community will provide housing to low- and moderate-income persons and that it is desirable to subordinate the City Loan, and all related documents, to the Senior Loan, save and except those restrictive covenants to ensure that Community housing will remain available to such low- and moderate-income periods throughout the term of the affordability period as provided under the Loan Agreement; and

**WHEREAS**, the City is acting pursuant to the authority of Chapters 373 and/or 374 of the Local Government Code; **NOW, THEREFORE,**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:**

**Section 1.** That the findings and recitals contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2.** That the City Council hereby approves and authorizes the amendment of the Loan Agreement as evidenced in the attached Amendment No. 1 to Loan Agreement and Loan Documents ("Amendment No. 1"). The Mayor and City Controller are hereby authorized to execute the Amendment No. 1 and all related documents on behalf of the City of Houston. The City Secretary (or in the absence of the City Secretary, any Assistant City Secretary) is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents. The City Attorney is hereby authorized to take all action necessary to enforce legal obligations under said agreement without further authorization from City Council.

**Section 3.** That the City Council hereby approves and authorizes conforming amendments to the Loan Documents as evidenced in the attached Amendment No. 1.

**Section 4.** The Director of HCDD is hereby authorized, in consultation with the City Attorney or his designee, to approve changes, and modify the Loan Agreement and all related documents, as amended by Amendment No. 1, and to take any administrative actions necessary under said contract without further authorization from City Council, so long as those actions do not impair the intended purpose of the contract, agreement, or undertaking or require the appropriation, allocation, or expenditure of any funds.


**Section 5.** That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 14<sup>th</sup> day of October, 2020.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is OCT 20 2020.

  
 \_\_\_\_\_  
 City Secretary

(Prepared by Legal Dept.   
 (BRS 10/05/2020) Senior Assistant City Attorney)

(Requested by Tom McCasland, Director, Housing and Community Development Department) (L.D. File No. 0291900499001)

AYE	NO	
✓		<b>MAYOR TURNER</b>
....	....	<b>COUNCIL MEMBERS</b>
✓		PECK
✓		DAVIS
✓		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
✓		POLLARD
✓		MARTHA CASTEX-TATUM
✓		KNOX
✓		ROBINSON
✓		KUBOSH
✓		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

CAPTION PUBLISHED IN DAILY COURT  
 REVIEW  
 DATE: OCT 20 2020

**AMENDMENT NO. 1 TO LOAN AGREEMENT AND LOAN DOCUMENTS  
(CDBG-DR 17 Transaction)**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

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**RECITALS:**

**WHEREAS**, pursuant to Ordinance No. 2020-326 (approved by City Council on April 15, 2020), the City and Owner entered into a Loan Agreement, Contract No. 4600015932 (the “Loan Agreement”) for a loan in the principal amount of \$9,400,000.00 (the “Loan”).

**WHEREAS**, in connection with the Loan Agreement, the City, Owner and Senior Lender, as applicable, entered into those certain loan documents, including without limitation: (i) Deed of Trust, Security Agreement and Financing (the “Deed of Trust”) and (ii) Intercreditor, Subordination and Funding Agreement, Contract No. 4600015932A (the “Intercreditor Agreement”) (collectively, the “Loan Documents”).

**WHEREAS**, the Loan Documents are dated as of the Closing Date (as defined in the Loan Agreement).

**WHEREAS**, the parties herein desire to amend the Loan Agreement and Loan Documents, as applicable, to include certain requirements for the recordation of the re-plat of the property, revise certain defined terms and definitions, and modify the description of the permanent Senior Loan (as defined in the Loan Agreement) and certain related terms and conditions.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants, agreements, and benefits contained in this Amendment No. 1, the parties agree as follows:

**ARTICLE 1.**

1. From and after the Effective Date, the Loan Agreement shall be revised as follows:

1.1. Section 6.26 is hereby deleted in its entirety and replaced to read as follows:

**6.26 Plat.** No later than March 31, 2021, the Borrower shall cause the following to occur, at the cost and expense of the Borrower:

(a) The plat entitled, "RIVERSIDE TERRACE, SEC 6, PARTIAL REPLAT NO 2" (the "Plat"), as approved by the City Attorney, shall be recorded in the land records of Harris County, Texas.

(b) Borrower shall satisfy the Senior Lender's conditions related to the Plat, as set forth in the Senior Loan Documents.

(c) The City Attorney and the City's planning department (the "City Planning Department") shall have received and approved the City's Loan Title Policy, amended to reflect the new legal description based upon the recorded Plat referred to in Section 6.26(a) above ("Plat Legal Description"), subject only to the Permitted Encumbrances.

(d) Borrower shall satisfy all of the City Planning Department's conditions for recording the Plat.

(e) Borrower shall execute and deliver to the City and shall cause to be recorded the "Lienholder's Subordination to Dedication", or any other related document as approved by the City Attorney.

(f) Borrower shall execute and deliver to the City and shall cause to be recorded an amendment to the Loan Documents adding the Plat Legal Description, as approved by the City Attorney.

1.2. Section 19.3 is hereby amended and restated in its entirety to state:

***Authority of the Mayor to Execute Other Documents.*** The Mayor shall have the authority, without further action by City Council, to execute all other documents contemplated by this Agreement, including all exhibits and attachments, or necessary or appropriate to effectuate this Agreement, or to protect the City's interests hereunder, including, without limitation, execution of the Intercreditor Agreement. The Mayor shall have the authority, without further action by City Council and upon the recommendation of the Director and City Attorney, to make changes to clarify, but not materially change, any provisions of this Agreement, including all exhibits and attachments, or other documents contemplated by this Agreement.

1.3. Section 19.6 is hereby amended and restated in its entirety to state:

***Refinance and Repayment of Senior Loan.*** The Senior Loan may not be refinanced except as approved in writing by the Director. Upon the conversion of the Senior Loan to the permanent phase, it is anticipated that the Senior Loan will be partially re-paid and the Borrower will enter into a permanent loan in an amount not to exceed \$3,766,000 made by Senior Lender, as the permanent loan lender. The conversion of the Senior Loan in accordance with the Senior Loan Documents shall be permitted provided that the terms and conditions of the permanent Senior Loan do not materially vary from the Senior Loan Documents and any additional material terms not set forth in the Senior Loan Documents

are reasonably acceptable to the Director. Notwithstanding anything to the contrary contained in the Loan Documents, Borrower may refinance the permanent Senior Loan at then market financing terms without the prior consent of the City (the "Refinanced Indebtedness") so long as the following conditions are met: (i) the City Loan is not in Default at the time of the refinancing; (ii) the amount of the Refinanced Indebtedness does not exceed the then outstanding balance due under the Senior Loan and (iii) the Director and the City Attorney shall have reasonable approval rights over the form and substance of any subordination and intercreditor agreement with respect to the Refinanced Indebtedness (the "Refinanced Indebtedness Subordination Agreement"), which should be substantially similar in substance to the Intercreditor Agreement. The City hereby agrees to subordinate the City Loan and all documents securing or evidencing the City Loan that were previously junior to the Senior Loan to the new lender providing the Refinanced Indebtedness, except the Restrictive Covenants shall at all times be superior to all of the Refinanced Indebtedness.

1.4. Schedule A (Definitions) is hereby amended and restated in its entirety to state:

**Senior Loan** shall mean individually and collectively, (i) the construction loan in an original principal amount not to exceed \$15,250,000 made by Citibank, N.A. to the Borrower, and (ii) the permanent loan in an original principal amount not to exceed \$3,766,000 to be made by Citibank, N.A. to the Borrower, each secured by the Project, and subordinate to the Restrictive Covenants pursuant to the Declaration of Subordination. Prior to Closing, any increase to the Senior Loan amount that does not exceed 25% of the original amount may be approved in writing by the Director. Such approval must be in writing, and may be delivered by regular mail, electronic mail, or electronic or facsimile transmission. Except as set forth herein, subject to the Director's consent, the Senior Loan may be refinanced, provided that the principal balance of the new loan shall not exceed the outstanding principal balance of the loan being repaid, proposed capital improvements, reserves, loan fees plus reasonable and customary closing costs, or otherwise in accordance with Section 19.6 of this Agreement, as applicable.

1.5. GLO Form 11.22 Lien Waiver Affidavit [Interim] by Subcontractor (October 2009) attached as Appendix 13 (GLO Lien Waiver Form) is hereby deleted and replaced in its entirety with the GLO Form 11.22 Conditional Lien Waiver and Release on Interim Affidavit by Subcontractor (May 2019) and Form 11.25 Conditional Lien Waiver and Release on Interim Affidavit by Contractor (May 2019), each attached hereto as Exhibit A.

2. From and after the Effective Date, the Intercreditor Agreement, shall be revised as follows:

2.1. Section 3.2 is hereby amended and restated in its entirety to state:

**No Modifications.** The Subordinate Lender and Borrower may from time to time enter into modifications, renewals, extensions, and replacements of the loan evidenced by the Junior Loan Documents, without the further consent of Senior Lender, so long as such agreements recite that they are, and shall be at all times, subject to the terms of this Agreement and so

long as those agreements do not increase the principal amount or the amount of the periodic installments due under the Junior Loan Documents or increase the interest rate. Unless and until all of the Senior Loan secured by the Project is fully paid and satisfied and the obligations of Senior Lender to make any further loans or advances under the Senior Loan have ceased and terminated, the Subordinate Lender will not, without the consent of the Senior Lender, take any additional collateral for the Junior Loan. Except as set forth in Sections 6.17 and 6.18 hereof, Senior Lender shall not amend the Senior Loan Documents without the prior written consent of the Director of the Subordinate Lender's Housing and Community Development Department, with any administrative consents (as opposed to consents required from the City Council) not to be unreasonably withheld, if such amendment will have the effect of (i) increasing the principal amount of the Senior Loan or any amounts payable to the Senior Lender, except that amounts advanced by Senior Lender relating to the construction, development, operation and/or protection, preservation, and maintenance of the Project or protecting its lien, including repairs, taxes, insurance, and legal fees and other expenses of collection or defense of Senior Lender's lien or the security therefor in accordance with the Senior Loan Documents shall not require consent (however notice will be provided), (ii) increasing the rate of interest of the Senior Loan, other than default interest and late charges, (iii) shortening the maturity of the Senior Loan (except for such acceleration as may be permitted under the Senior Loan Documents), or (iv) increasing or decreasing the monthly payments or escrows for taxes, insurance, and other reserves on the Senior Loan except as may necessary to cover actual increases in the costs of taxes and insurance. Senior Lender may otherwise amend the Senior Loan Documents without the Subordinate Lender's prior written consent. Notwithstanding the foregoing, however, in no event shall any such modification be made, and the Subordinate Lender shall be obligated to consent to any modification, that amends or terminates the Affordability Restrictions, other than a modification that extends the period during which the Affordability Restrictions encumber the Property.

Any provision in the Senior Loan Documents that purports to secure "other indebtedness" that is unrelated to the Senior Loan and the Property shall be ineffective as against the Subordinate Lender and its Security Documents, and the Security Documents of the Subordinate Lender shall have priority over any such "other indebtedness."

2.2. Section 6.17 is hereby deleted in its entirety and replaced to read as follows:

**REFINANCING.** Subordinate Lender agrees, subject to and in accordance with Section 19.6 of the Loan Agreement dated September \_\_, 2020 between the Subordinate Lender and the Borrower evidencing the Junior Loan, that its agreement to subordinate under this Agreement will extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Loan (including reasonable and necessary costs associated with the closing and/or the refinancing, and any reasonable increase in proceeds for rehabilitation in the context of a preservation transaction). All terms and covenants of this agreement will inure to the benefit of any holder of any such refinanced debt, and all references to the Senior Loan documents and Senior Lender will mean, respectively, the refinance loan documents and the holder of such refinanced debt.

2.3. Section 6.18 is hereby amended and restated in its entirety to state:

**PERMANENT LOAN.** In connection with the conversion of the Senior Loan on the Conversion Date and the period following the Conversion Date (as defined in the Senior Loan Agreement), the Subordinate Lender agrees that this Agreement shall continue to govern the priority of the Senior Loan to the Subordinate Loan following the Conversion Date. The Subordinate Lender hereby approves the partial repayment of the Senior Loan and the Borrower's entering into and delivery of the Permanent Note, and to any amendment of the Senior Loan Documents in connection with such conversion to the extent provided for in the Senior Loan Agreement.

2.4. Exhibit C (Permanent Subordination Agreement) with Subordination Agreement Governmental Entity Revised 10-1-2018 attached thereto is hereby deleted in its entirety.

3. From and after the Effective Date, the Deed of Trust, shall be revised as follows:

3.1. Section XIV, paragraph L is hereby amended and restated in its entirety to state:

Subordination. It is the intent of Beneficiary and Grantor that the indebtedness evidenced by the Note shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by the Senior Note (as defined in the Loan Agreement) to be issued by Grantor and payable to Senior Lender (as defined in the Loan Agreement), or order, to the extent and in the manner provided in the Intercreditor Agreement (defined in the Loan Agreement) of even date herewith. This Deed of Trust and all of the other Loan Documents (excluding the Restrictive Covenants) are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Mortgage to the extent set forth in the Intercreditor Agreement (the "Senior Loan Subordination"). The rights and remedies of the Beneficiary and each subsequent holder of the Note and this Deed of Trust are subject to the restrictions and limitations set forth in the Senior Loan Subordination. Each subsequent holder of this Deed of Trust shall be deemed, by virtue of such holder's acquisition of the Deed of Trust, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by Beneficiary under the Senior Loan Subordination.

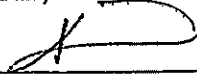
## **ARTICLE 2.**

This Amendment No. 1, the Loan Agreement and the Loan Documents, as amended herein and as applicable, are to be read and construed as one agreement, but if a conflict or inconsistency between the Loan Documents and this Amendment No. 1 arises then this Amendment No. 1 controls. Except as amended by this Amendment No. 1, all other terms and conditions of the Loan Documents, as such term is defined in the Loan Agreement, remain unchanged.

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 1 in multiple copies, each of which is an original as of the date of countersignature by the City Controller as set out below.

**SENIOR LENDER:**

CITIBANK, N.A.

By:   
Name: Kelly Millhouse  
Title: V.P.

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

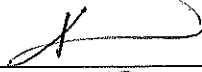
The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ of CITIBANK, N.A., a national banking association, on behalf of said association.

\_\_\_\_\_  
NOTARY PUBLIC - THE STATE OF TEXAS

\_\_\_\_\_  
Printed Name of Notary  
My commission expires: \_\_\_\_\_.

**SENIOR LENDER:**

CITIBANK, N.A.

By:   
Name: Kathy Millhose  
Title: V.P.

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS     §

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ of CITIBANK, N.A., a national banking association, on behalf of said association.

\_\_\_\_\_  
NOTARY PUBLIC - THE STATE OF TEXAS

\_\_\_\_\_  
Printed Name of Notary  
My commission expires: \_\_\_\_\_.

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

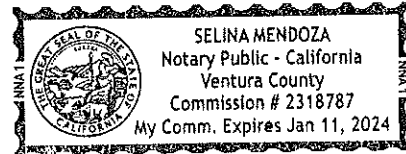
State of California  
County of Ventura

On September 18, 2020 before me, Selina Mendoza  
(insert name and title of the officer)

personally appeared Kathy Millhouse  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Selina Mendoza (Seal)

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

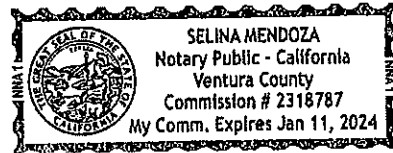
State of California  
County of Ventura

On September 18, 2020 before me, Selina Mendoza  
(insert name and title of the officer)

personally appeared Kathy Millhouse  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




Signature Selina Mendoza (Seal)

**OWNER:**

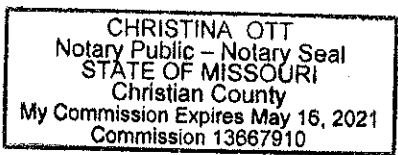
**GALA AT MACGREGOR, LP** a Texas limited partnership


By: Gala at MacGregor GP, LLC, a Texas limited liability company, its sole general partner

By:   
Name: Mark E. Gardner  
Title: Manager

Missouri Co  
STATE OF TEXAS §  
Greene §  
COUNTY OF HARRIS Co §

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of September 2020 by Mark E. Gardner, the Manager Gala at MacGregor GP, LLC, a Texas limited liability company, the sole general partner of GALA AT MACGREGOR, LP, a Texas limited partnership, on behalf of such limited partnership.



  
NOTARY PUBLIC, State of ~~Texas~~ Missouri  
**Christina Ott**

Printed Name of Notary  
My Commission Expires: 5/16/21

**CITY:**

**SEAL/ATTEST:**

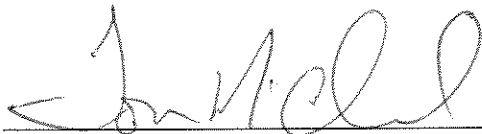
**CITY OF HOUSTON, TEXAS**

\_\_\_\_\_  
Pat Jefferson Daniel, Interim City Secretary

\_\_\_\_\_  
Sylvester Turner, Mayor

**APPROVED:**


**COUNTERSIGNED:**

  
\_\_\_\_\_  
Tom McCasland, Director  
Housing and Community Development  
Department

\_\_\_\_\_  
Chris B. Brown, City Controller

**APPROVED AS TO FORM**

**COUNTERSIGNATURE DATE:**

  
\_\_\_\_\_  
Senior Assistant City Attorney  
LD# 0291900499001

\_\_\_\_\_

**STATE OF TEXAS §**  
**§**  
**COUNTY OF HARRIS§**

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ for Sylvester Turner, Mayor of the CITY OF HOUSTON, a municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Printed Name of Notary  
My commission expires: \_\_\_\_\_

EXHIBIT A

APPENDIX 13

GLO Lien Waiver Form

(Attached)

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**Appendix 13**

**GLO Lien Waiver Form**

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**Texas General Land Office  
Community Development and Revitalization  
Form 11.25**

**Conditional Lien Waiver and Release on Interim Payment Affidavit – Contractor**

Project Information	
<b>Subrecipient or State Representative's Name:</b>	<b>Contract and/or WO:</b>
<b>Applicant Name and Address:</b>	<b>Project #:</b>
<b>Project Legal Description:</b>	
<b>Project Type (Rehabilitation, Reconstruction, etc.):</b>	
Contractor Information	
<b>Contractor Name and Address ("Contractor"):</b>	<b>Phone:</b>
<b>Contractor Requested Amount: \$</b>	
<p>On receipt by the signer of this document, payment from the Subrecipient in the requested amount (listed above) will be made, payable to the aforementioned Contractor; subsequently, when the payment has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the project's legal description to fulfill the scope of the project.</p> <p>This release covers the interim payment to the signer for all labor, services, equipment, or materials furnished to the property or to the Subrecipient as indicated in the attached statement(s) or interim payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.</p> <p>Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.</p> <p>Except as specified above, the signer warrants that the signer has already paid or will use the funds received from this interim payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above-referenced project in regard to the attached statement(s) or interim payment request(s).</p> <p>Contractor further understand that this Affidavit is being given pursuant to and in accordance with Sections 53.085 and 53.259 of the Texas Property Code and that the intentional, knowing, or reckless making of a false or misleading statement in this Affidavit constitutes an offense under said Section and is a Class A misdemeanor.</p> <p>The General Land Office may recapture funds that exceed the maximum allowable rate as outlined in the Program's guidelines; that are not allowed under applicable laws, rules and regulations; or that are otherwise inconsistent with the Contract, including any unapproved expenditures.</p> <p>The undersigned acknowledges that a failure to accurately certify full and final payment of all bills associated with this contract document will result in exclusion from participation in future contracts that utilize CDBG-DR funds.</p> <p>Prior to payment, Form 11.11 will need to be submitted to the GLO along with Form SD-424D (Assurances – Construction Programs) and a complete insurance binder for the Subcontractor. The Subrecipient is responsible for ensuring the Contractor remains insured throughout the project and/or until their work is complete and satisfactorily agreed upon.</p>	

**Certification of Contractor**

**Printed Name of Contractor Company:**

**Name of Authorized Representative:**

**Title:**

**Signature of Authorized Representative:**

**Date:**

**Notary's Acknowledgment**

**State of Texas**  
**County of**

Before me, a notary public, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is that subscribed to the foregoing document and, being by me first duly sworn, declared the statements therein contained are true and correct.

**Signature of Notary**

**Notary Public State of Texas – Printed Name**

**NOTARY SEAL**

**Date Notary's Commission Expires**



**Texas General Land Office**  
**Community Development and Revitalization**  
**Form 11.22**

**Conditional Lien Waiver and Release on Interim Payment Affidavit – Subcontractor**

Project Information	
<b>Subrecipient or State Representative's Name:</b>	<b>Contract and/or WO:</b>
<b>Applicant Name and Address:</b>	<b>Project #:</b>
<b>Project Legal Description:</b>	
<b>Project Type (Rehabilitation, Reconstruction, etc.):</b>	
Subcontractor Information	
<b>Subcontractor Name and Address ("Subcontractor"):</b>	<b>Phone:</b>
<b>Subcontractor Requested Amount: \$</b>	
<p>On receipt by the signer of this document, payment from the Contractor in the requested amount (listed above) payable to the aforementioned Subcontractor will be paid; subsequently, when the payment has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the project's legal description to fulfill the scope of the project.</p> <p>This release covers the interim payment to the signer for all labor, services, equipment, or materials furnished to the property or to the Contractor as indicated in the attached statement(s) or interim payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.</p> <p>Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.</p> <p>Except as specified above, the signer warrants that the signer has already paid or will use the funds received from this interim payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or interim payment request(s).</p> <p>Subcontractor further understand that this Affidavit is being given pursuant to and in accordance with Sections 53.085 and 53.259 of the Texas Property Code and that the intentional, knowing, or reckless making of a false or misleading statement in this Affidavit constitutes an offense under said Section and is a Class A misdemeanor.</p> <p>The undersigned acknowledges that a failure to accurately certify full and final payment of all bills associated with this contract document will result in exclusion from participation in future contracts that utilize CDBG-DR funds.</p> <p>Prior to payment, Form 11.11 will need to be submitted to the GLO along with Form SD-424D (Assurances – Construction Programs) and a complete insurance binder for the Subcontractor. The Subrecipient is responsible for ensuring the Subcontractor remains insured through the project, and/or until their work is complete and satisfactorily agreed upon.</p>	

**Certification of Subcontractor**

**Printed Name of Subcontractor Company:**

**Name of Authorized Representative:**

**Title**

:

**Signature of Authorized Representative:**

**Date**

:

**Notary's Acknowledgment**

**State of Texas**

**County of**

Before me, a notary public, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

**Signature of Notary**

**Notary Public State of Texas – Printed Name**

**NOTARY SEAL**

**Date Notary's Commission Expires**