



BOARD OF DIRECTORS' SPECIAL MEETING OCTOBER 5, 2026

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Consideration and Possible Action to Authorize the Houston Land Bank to approve One World Strategy Group, LLC under the RFP for Government Relations Services issued on August 5, 2026.



BOARD OF DIRECTORS REGULAR MEETING
AGENDA

October 5, 2026 – Noon Central Time

LISC

602 Sawyer, Suite 210, Houston, TX 77007

The meeting will be in person and open to the public but restrictions regarding masks, allowable room capacity, and seating arrangements may be in place.

The public meeting location will be at 602 Sawyer, Suite 210, Houston, TX 77007. The Board Chair, as presiding officer of the Board, will be physically present; Board members will also be physically present.

Please contact info@houstonlandbank.org or call us at 281-655-4600 with any questions.

AGENDA

- I. Call to Order and Roll Call
- II. Public Speakers & Registered Attendees

Speakers must be registered by 5 p.m. on Friday, October 2, 2026. To register, please use the online form at www.houstonlandbank.org/resources, e-mail info@houstonlandbank.org or call 281-655-4600. The Chair will call on speakers and allow three minutes per speaker.
- III. Consideration and Adoption of Meeting Minutes
 - a. August 17th, 2026, Board Meeting
- IV. Chairman's Greeting: Matt Zeis
- V. Committee Reports:
 - a. Executive Committee: Matt Zeis, Chair
 - b. Finance Committee: Rickie Bradshaw III, Chair
 - c. Partnership and Program Development: Chrishelle Palay, Chair
 - d. Real Estate Acquisition and Disposition: Francisco Castillo, Chair
 - e. Procurement and Oversight: Elaine Morales-Diaz, Chair

VI. Board Action Items

- a. Consideration and Possible Action to Approve and Authorize the CEO/President of the Houston Land Bank to execute an extension until December 31, 2027, to the Option Purchase Agreement between the Houston Land Bank and The Trinity East Village CDC/NHP Foundation.
- b. Consideration and Possible Action to Authorize the Houston Land Bank to approve the HAU CDC's Sale Price Increase Request – Four Parcels at 2725 & 2729 Webster Street and 3437 & 3439 Francis Street (\$225,000 to \$255,000).
- c. Consideration and Possible Action to Authorize the Houston Land Bank to approve One World Strategy Group, LLC under the RFP for Government Relations Services issued on August 5, 2026.

VII. Executive Session

NOTE: The Houston Land Bank Board may go into executive session, if necessary, pursuant to Chapter 551 of the Texas Government Code, for one or more of the following reasons: (1) consultation with its legal counsel to seek or receive legal advice or consultation regarding pending or contemplated litigation; (2) discussion about the value or transfer of real property; (3) discussion about a prospective gift or donation; (4) consideration of specific personnel matters; (5) discussion about security personnel or devices; or (6) discussion of certain economic development matters. The Board may announce that it will go into executive session on any item listed on this agenda if the subject matter is permitted for a closed session by provisions of Chapter 551 of the Texas Government Code.

Discussion may occur in executive session as provided by State law, but all Board actions will be taken in public.

VIII. Board Member Comments

IX. Adjournment

**HOUSTON LAND BANK
MINUTES OF THE BOARD OF DIRECTORS REGULAR MEETING
HOUSTON, TEXAS**

August 17, 2026

A regular meeting of the Board of Directors ("Board") of the Houston Land Bank ("HLB"), a Texas non-profit corporation created and organized by the City of Houston as a local government corporation pursuant to the Texas Transportation Code Annotated, Section 431.101, *et seq.*, and the Texas Local Government Code Annotated, Section 394.001 *et seq.*, was held at 602 Sawyer, Suite 210, Houston, Texas, on Monday, August 17, 2026 at 12:00 p.m. Written notice of the regular meeting, which included the date, hour, place and agenda for the regular meeting, was posted in accordance with the Texas Open Meetings Act.

Board members in attendance were:

Matt Zeis	Rickie Bradshaw III
Thomas Simpson	Chrishelle Palay
David Collins	Dwantrina Russell
Ge'Juan Cole	Janae Ladet-Gardner
Elaine Morales-Diaz	

Board members not in attendance were Marilyn Muguerza, and Francisco Castillo. Others in attendance included: Christa Stoneham, Chief Executive Officer/President of the HLB; LaTosha Okoiron, in-house counsel and Compliance Manager of the HLB; Lindsey Williams, Director of Community Development for the HLB; Melanie Young, Director of Operations; Donesha Albrow, Program Manager for the HLB; Le’Kendra Drayton, Administrative Assistant for the HLB; Gracie Saenz, Outside Legal Counsel for the HLB; and Mark Glanowski (Paralegal) of Winstead PC.

I. Call to Order and Roll Call

Chairman Zeis called this regular meeting to order at 12:06 p.m. A roll call of the Board members attending in person immediately followed. Chairman Zeis then announced that an in-person quorum of the Board was now present for this meeting.

II. Public Speakers & Registered Attendees

Nothing to report due to no public speakers in attendance.

III. Consideration and Adoption of Meeting Minutes

a. June 30, 2026, Board Meeting

Chairman Zeis announced that the minutes for June 30, 2026, regular meeting of the Board were previously circulated to the Directors for review and comment.

Director Collins then made a motion to approve the written minutes for the meeting held on June 30, 2026, which motion was duly seconded by Director Russell and approved with the unanimous vote of the Board.

IV. Chairman's Greeting: Matt Zeis

Chairman Zeis thanked everyone for attending today's meeting and reminded the Board of the upcoming fundraiser of the HLB that is scheduled for March 2027 to be held at The Junior League of Houston and co-chaired by Director Collins and Gracie Saenz.

V. Committee Reports:

a. Executive Committee: Matt Zeis, Chair

Chairman Zeis reported that the Executive Committee met a couple of weeks ago to discuss the new floor plan submitted by the SXG Capital Group for the affordable house to be constructed on the lot located at 3910 Lowden Street, the items on the Board Agenda for today's meeting, and the status of the Hays Street development.

b. Finance Committee: Ricky Bradshaw III, Chair

Director Bradshaw reported that the Finance Committee met on July 28, 2026 to review the RFP for the HLB Investment Fund consultant and requested more information regarding the proposed duties of the consultant. He stated that the Finance Committee also discussed the RFP for a CFO bookkeeper which recently closed and noted that there were six submissions for the HLB staff to review and score.

He reported that the Finance Committee also examined the comparison chart covering the fair market values of the lot dispositions against the sale price the lots actually sold for. The Finance Committee requested modifications be made to the comparison chart prepared by Mr. Mendez with regard to these values.

c. Partnership and Program Development Committee: Chrishelle Palay, Chair

Director Palay reported that the Partnership and Program Development Committee did not meet, however, she updated the Board on the following community engagement matters:

- The Third Ward Capacity Building Grant is on track to launch in September
- The Sunnyside Landfill Agreement is on the City of Houston meeting agenda this week
- The Biden Home initiative is moving to permit, design, and implementation
- Signing of the first agreement with a faith-based institution under the partnership with Smart Growth America
- The A-List Grant Program is nearing completion with participant engagement, TAs concluded, and private tours in September.

d. Real Estate Acquisition and Disposition Committee: Francisco Castillo, Chair

Chairman Zeis reported that the Real Estate Acquisition and Disposition Committee met to support executing contracts for three market lot offers to purchase HLB lots located at 7709 Avenue E, 8000 Beckley, and 0 Sealy which will bring the number of lots under contract to seven. He also reported that the Committee reaffirmed its position on buying back certain Mayberry Homes, Inc. reverted lots for \$1.00.

He then stated that no improvements should move forward on the lot located at 3910 Lowden Street until the encroachment issue has been resolved.

Lastly, Chairman Zeis stated that the READ Committee is focused on advancing lot sales, reducing holding costs, and strengthening due diligence.

e. Procurement and Oversight Committee: Elaine Morales-Diaz, Chair

Mr. Stoneham reported that the Procurement and Oversight Committee met to discuss the RFP for financial services which closed on Friday and the RFP for title company services which is an action item on today's Agenda. Also, the Committee discussed two new procurements for a community investment fund and for government relations support for Texas legislation.

VI. Board Action Items

a. Consideration and Possible Action to Authorize the Ratification of the Disposition of 7709 Avenue E (HCAD 0251270000020), 0 Sealey (HCAD 0162590140015) and 8000 Beckley (HCAD 0162540050002), 8524 Scott (HCAD 0641680170006).

Ms. Stoneham announced that approval of this action follows a review and recommendation by the Real Estate Acquisition and Disposition (READ) Committee, which identified each of the subject lots as suitable for open real estate market disposition based on their physical characteristics and revenue potential. The subject lots have been sold, and Board approval is now required to formally ratify the dispositions. She mentioned that the lot at 8000 Beckley was pulled for disposition at the last minute because the buyer requested an extension of the closing date.

Chairman Zeis then requested a motion and a second to discuss authorization of the ratifications of the disposition of the lots located at 7709 Avenue E, 0 Sealey and 8524 Scott. Director Cole made a motion to ratify the disposition of 7709 Avenue E, 0 Sealey and 8524 Scott following their sale on the open real estate market, which motion was duly seconded by Director Bradshaw and approved by the unanimous vote of the Board.

The HLB staff requested that the Board officially approve the disposition of the below-referenced lots, which have already been sold on the open real estate market. All proceeds of the lot sales will be applied directly to the Houston Land Bank operations budget for Fiscal Year 2027.

The disposed lots are as follows:

- **Address:** 7709 Avenue E, Houston, TX 77012
 - **Parcel ID:** 0251270000020
 - **Size:** Approx 2,500 square feet each (25 x 100 feet)
 - **Area:** Magnolia Park
 - **Sales Price:** \$36,900
 - **Closed:** July 14, 2026
- **Address:** 0 Sealey St, Houston, Tx 77088
 - **Parcel ID:** 0162590140015
 - **Size:** Approx 2,850 square feet each (25 x 113.7 feet)
 - **Area:** Acres Homes
 - **Sales Price:** \$28,500
 - **Closed:** July 23, 2026
- **Address:** 8524 Scott St, Houston, Tx 77051
 - **Parcel ID:** 0641680170006
 - **Size:** Approx 5,230 square feet each (50 x 104.05 feet)
 - **Area:** Sunnyside
 - **Sales Price:** \$68,000
 - **Closed:** July 23, 2026

As part of HLB's lot reconciliation, staff periodically evaluates the organization's land inventory to identify lots that are not well-suited for development or programmatic use and may be more appropriately disposed of through an open market sale. This evaluation was conducted in coordination with the READ Committee, which provides oversight and guidance on real estate disposition matters.

The HLB staff presented the READ Committee with a list of the lots identified as potential candidates for an open real estate market sale. The lots were selected for inclusion on this list based on one or more of the following criteria:

- Insufficient size to support housing development or other intended programmatic uses
- Irregular shape or physical constraints that render the lot unsuitable or impractical for construction
- Market conditions indicating the lot would command a favorable sale price, thereby generating meaningful revenue for the organization.

Following the staff's presentation, the READ Committee reviewed each lot on the list and evaluated the rationale for an open real estate market disposition. The subject lots were among those approved by the READ Committee as appropriate for an open real estate market sale based on the staff criteria. After approval by the READ Committee, HLB staff then proceeded with preparing each approved lot for a real estate broker listing and soliciting offers through the open real estate market.

Director Cole made a motion to ratify the disposition of 7709 Avenue E, 0 Sealey and 8524 Scott following their sale on the open real estate market, which motion was duly seconded by Director Bradshaw and approved by the unanimous vote of the Board.

b. Consideration and Possible Action to Authorize the Houston Land Bank to approve the HLB Builder, SXG Capital Group New Floor Plan Design for 3910 Lowden (HCAD 0641680160004).

Ms. Stoneham announced that approval of this agenda item will authorize staff to amend the existing Lot Purchase and Development Agreement to reflect the requested floor plan change for 3910 Lowden (HCAD 0641680160004). The request has been reviewed, analyzed, and recommended by HLB Staff and the READ Committee.

The lot at 3910 Lowden was acquired by SXG Capital Group on February 2, 2026, during Round 9 Lot Sales, for a purchase price of \$16,000, with a maximum house sales price of \$244,373.

Following the acquisition, SXG Capital Group submitted a request for approval to modify the floor plan due to the following:

- Irregular Lot Shape: The lot is an irregular shape, with one side measuring 73 feet and the other 101 feet. The building layout is limited by the shorter side.
- Building Line Restrictions: The rear of the lot fronts Bellfort Street, which is a major thoroughfare. Per City ordinance, a 25-foot building setback is required along Bellfort Street. On the side of Lowden Street, the builder must also provide space for the required building line and driveway. As shown on the site plan, the rear of the proposed structure is already very close to the 25-foot building setback line. Director Cole asked if a variance of the building line was considered.
- Protected trees: There are several large trees on the lot, therefore SXG Capital Group confirmed with Urban Forestry which trees may be removed. However, three large trees and one medium-sized tree must remain, or SXG Capital Group will be subject to substantial fines. In addition, City requirements mandate that the builder plant two new trees in the front yard. Director Russell asked for the type and age of the trees to be protected.

Due to these conditions, the subject lot can no longer accommodate the previously approved floor plan design. The new floor plan will have three bedrooms and two bathrooms but no garage.

Director Bradshaw made a motion to approve the SXG Capital Group New Floor Plan Design submitted for the lot located at 3910 Lowden Street, which motion was duly seconded by Director Ladet-Gardner and approved by the unanimous vote of the Board.

c. Consideration and Possible Action to Approve the Land Disposition Standard Operating Procedure.

Ms. Stoneham announced that approval of this item will authorize the Land Disposition Standard Operating Procedure to assist the HLB with the accelerating real estate closing process

for disposition of lots in its inventory because certain transactions did not close due to the response time under its current procedures.

Chairman Zeis requested a motion and a second to approve the proposed Land Disposition Standard Operating Procedure. Director Ladet-Gardner made a motion to further discuss approval of the proposed Standard Operating Procedure for Disposition of Land, which motion was duly seconded by Director Simpson and approved with the unanimous vote of the Board.

Ms. Stoneham reported that the HLB staff developed a Standard Operating Procedure (SOP) to govern the process by which HLB-owned lots are identified, evaluated, and disposed of on the open real estate market. The SOP will formalize a governance framework for land dispositions that ensures all open market real estate sales are conducted in a transparent, consistent, and Board-authorized manner.

The need for this SOP arises from the recognition that not all HLB-owned lots are suitable for housing development. Lots may be unsuitable due to size, physical condition, lack of utility access, topographical challenges, location, or lack of builder interest. Rather than holding these parcels indefinitely, the SOP establishes a structured, committee-reviewed process to dispose of them in a manner that recovers value for the HLB.

The proposed SOP establishes the following process for open market land dispositions:

Step	Activity	Description
1	Lot Reconciliation	HLB staff review lot inventory to identify parcels unsuitable for housing development based on size, condition, access, infrastructure, or market unattractiveness. Excluding lots in the Settegast Forest neighborhood.
2	Disposition Package	Staff will prepare a disposition package for each recommended lot, including parcel details and rationale for open market sale.
3	READ Committee Approval	The full list of proposed lots will then be presented to the READ Committee for review and approval before any listing occurs.
4	Listing Agent	Upon READ Committee approval, staff will engage a listing agent to market and list the approved lots on the open real estate market.
5a/5b	Offer Management	When an offer is received, approval of the READ Committee will be obtained via email (>5 days before meeting) or presented at the READ Committee meeting (≤5 days before meeting).
6a	Board Closing Approval	If the closing date aligns with a Board meeting, the formal Board approval is to be obtained before closing.
6b	Staff Closing + RBA	If no Board meeting is available in time, staff may proceed with closing under delegated authority and bring an RBA for ratification at the next Board

		meeting. This applies to lots which sales prices do not exceed \$50,000.
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The HLB Staff recommended that the Board of Directors approve the proposed Standard Operating Procedure for the Disposition of Land by an Open Market Sale and authorize the HLB staff to implement the procedure effective immediately for a 2-year duration. Chairman Zeis requested that the SOP have a one year expiration period ending on August 17, 2027.

Director Simpson made a motion to include a one-year expiration provision to the SPO, which was duly seconded by Director Palay and approved with unanimous vote of the Board.

Director Ladet-Gardner made a motion to approve the Standard Operating Procedure for Disposition of Land as amended to include a one-year expiration date provision, which motion was duly seconded by Director Morales-Diaz and approved with the unanimous vote of the Board.

d. Consideration and Possible Action to Approve the highest scoring title company submissions under the Houston Land Bank Title Company Services RFQ issued on May 17, 2026.

Ms. Stoneham announced that approval of this Agenda item will authorize HLB to enter into a Title Company Service contract with each of the highest scoring title company submissions under the Houston Land Bank Title Company Services RFQ as issued on May 17, 2026. This action is necessary to facilitate real estate title services necessary to assist with the sale of properties, sale of new affordable homes to income-qualified Houstonians, and curative title work.

Chairman Zeis requested a motion and a second to approve the highest scoring title companies. Director Palay made a motion to extend the discussion for approval of the title company service contracts with Anderson Title Company, Commonwealth Title, Open Title of Texas, and Peoples Title, which motion was duly seconded by Director Morales-Diaz and approved with the unanimous vote of the Board.

Ms. Okoiron noted that this RFQ for title company services was issued on May 17, 2026, and closed on July 14, 2026. As a result of the RFQ, eight submissions were received. She stated that a HLB procurement panel of three staff members was created to review and evaluate the submissions. The evaluation criteria was based on the posted RFQ and the term for each contract will be for 2-years.

After reviewing and evaluating the submissions, the following is a breakdown of the points received out of a possible score of 100 points. The highest-scoring four submissions are the companies that HLB is requesting Board action to contract with for title company services.

Title Firms	Successful/Unsuccessful	Score
Anderson Title Company	Successful	94.3
Commonwealth Title	Successful	95.7
Nu World Title	Unsuccessful	44.3
Open Title of Texas	Successful	95
Peoples Title	Successful	94.7

Skyline HTX Title	Unsuccessful	93.3
Stratos Title – Heights	Unsuccessful	80.3
Valero Title	Unsuccessful	70

Upon the Board of Directors approval of this item, HLB will enter service contracts with each of the successful title companies for the next two years.

Director Bradshaw then made a motion to approve the title company service contracts with Anderson Title Company, Commonwealth Title, Open Title of Texas, and Peoples Title, which motion was duly seconded by Director Simpson and approved with the unanimous vote of the Board.

VII. Executive Session

No need for any Agenda items to go into Executive Session.

VIII. Board Member Comments

There were no Board member comments.

IX. Adjournment

Chairman Zeis asked if there were any additional matters to be discussed or considered by the Board. Hearing none, this regular Board meeting then adjourned at 12:34 p.m. upon the motion of Director Ladet-Gardner which was duly seconded by Director Cole and passed with the unanimous vote of the Board.

Minutes Prepared By:

Mark Glanowski (Paralegal) of Winstead PC and
Graciela Saenz of Law Offices of Graciela Saenz, PLLC

Signed on the ____ day of _____, 2026.

Secretary

Houston Land Bank**Balance Sheet**

As of July 31, 2026

Acct #	Account	Total
ASSETS		
Current Assets		
Bank Accounts		
	Total Bank Accounts	\$ 4,323,496
Accounts Receivable		
12100	12100 Accts Receivable	1,357,107
	Total Accounts Receivable	\$ 1,357,107
Other Current Assets		
Prepaid Expenses		
14100	14100 Prepaid Acquisition Costs	259,371
14200	14200 Prepaid Insurance	81,996
14400	14400 Prepaid Security Deposit	9,573
14500	14500 Prepaid Subscription Services	13,937
14300	14300 Prepaid Rent	-
	Total Prepaid Expenses	\$ 364,877
	Total Other Current Assets	\$ 364,877
	Total Current Assets	\$ 6,045,479
Fixed Assets		
15100	15100 Equipment	21,905
15900	15900 Accum. Depreciation	(16,925)
	Total Fixed Assets	\$ 4,980
Other Assets		
16100	16100 Earnest Fee	200
16200	16200 Lease Asset	14,135
17100	Total 17100 Investments Held For Sale	10,229,533
	Total Other Assets	\$ 10,243,868
	TOTAL ASSETS	\$ 16,294,328
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20100	20100 Accounts Payable	88,568
	Total Accounts Payable	\$ 88,568
Other Current Liabilities		
21100	21100 Liabilities Due to HCDD	1,881,022
21302	21302 Medical Liability	(19,997)
21303	21303 Dental Liability	1,015
21304	21304 Vision Liability	(640)
21305	21305 Disability Liability	(456)
21400	21400 Liabilities Due to HLB Fund	(42,016)
21600	21600 Lease Liability - Current	6,420

21800	21800 Unearned Revenue	321,363
	Total Other Current Liabilities	\$ 2,176,458
	Total Current Liabilities	\$ 2,265,026
	Long-Term Liabilities	
22600	22600 Lease Liability - Noncurrent	7,643
	Total Long-Term Liabilities	\$ 7,643
	Total Liabilities	\$ 2,272,670
	Equity	
30100	30100 Unrestrict (retained earnings)	13,952,709
	Net Income	68,949
	Total Equity	\$ 14,021,658
	TOTAL LIABILITIES AND EQUITY	\$ 16,294,328

Houston Land Bank Profit and Loss

July 2026 - July 2026

	Total
Income	
Total 40100 Acquisition and Development Agreement	-
Total 40300 HLB Program Revenue	258,600
Total 40500 Outside Sources Contributions	79,104
Total Income	337,704
Expenses	
Total 60100 Salaries and Fringe	88,055
Total 60200 Legal Fees	8,329
Total 60300 Professional Services	57,711
Total 60400 Property Cost - Lot Maintenance	33,949
Total 60500 Software and Subscriptions	4,248
Total 60600 Rent Expense	3,777
Total 60700 Advertising and Marketing	-
Total 60800 Bank Fees	111
Total 60900 Events and Meetings	-
Total 61000 Depreciation Expense	165
Total 61100 Environmental Services	48,052
Total 61200 Insurance	4,360
Total 61300 Membership and Dues	-
Total 61400 Office Expense	-
Total 61500 Phone and Internet	898
Total 61700 Travel Expense	766
Total 61800 Other Miscellaneous Expense	-
Total 62100 Acquisition Costs - HLB Traditional	-
Total 62200 Property Cost Disposition - HLB Traditional	23,629
Total 63200 Property Cost Disposition - NHDP	980
Total Expenses	275,028
Net Operating Income	62,676
Other Income	
70100 Interest Income	6,273
Total Other Income	6,273
Net Other Income	6,273
Net Income	68,949

REQUEST FOR BOARD ACTION

Meeting Date: October 05, 2026

Agenda Item VI a: Consideration and Possible Action to Approve and Authorize the CEO/President of the Houston Land Bank to execute an extension until December 31, 2027, to the Option Purchase Agreement between Houston Land Bank and The Trinity East Village CDC/NHP Foundation.

ACTION SUMMARY

Approval of this agenda item will authorize HLB to extend the current option to purchase agreement made between the Trinity East Village CDC/ NHP Foundation and the Houston Land Bank. Section 3 of the current option agreement allows for the extension of the option agreement, and the parties wish to renew and execute the option.

BACKGROUND/OVERVIEW (Background of the Agreement and Summary)

Trinity East Village CDC and the NHP Foundation have been working together since 2019 to build apartment homes for seniors and families on land owned by Trinity East United Methodist Church at Live Oak and McGowen Streets. These homes will help Third Ward residents facing displacement due to gentrification and the redevelopment of Cuney Homes remain in their neighborhood. The partners obtained site control for 7 lots controlled by the Houston Land Bank (Exhibit A), and lots controlled by the Midtown Redevelopment Authority in 2019 when we worked to complete a 9% LIHTC application for the project.

As part of that work, Trinity East Village CDC had discussions with the leadership of the City's Housing and Community Development Department and Houston Land Bank at that time about earmarking these lots for affordable rental development and transferring the lots. With renewed interest in the project by Harris County, the Houston Housing Authority, and Rice Management Company, the development team is ready to make this project a reality in 2027. From the outset, the proposed development has received widespread support among Third Ward community groups and residents. Organizations from the Third Ward Super Neighborhood to the Emancipation Economic Development Council have submitted letters of support for the development. In addition to the community support, The City of Houston Housing and Community Development has voiced no objection to this request.

The request and agreement, including Exhibit A, is attached. Should the HLB Board of Directors approve this board action, the purchase agreement's renewal option will be exercised.

Trinity East Village CDC

2418 McGowen Houston, Texas 77004

Rev. Marilyn White, Executive Director

Dear Director Stoneham:

Trinity East Village CDC and the NHP Foundation (NHPF) are partnering to develop affordable housing for families and seniors on the block adjacent to the Trinity East United Methodist Church (bounded by McGowen, Live Oak, Tuam, and St Charles streets) in Houston's Third Ward. As required in Section 3 of the Option Agreement between Trinity East Village CDC and the Houston Land Bank, we are providing this project status update and requesting an extension of the existing Option to Purchase for seven lots through December 2027.

We appreciate the Land Bank's partnership on this important two-phase project, phase one of which is currently under construction and will create 90 apartments for low-income seniors, many of whom will be relocating from Cuney Homes as it is redeveloped under the Choice Neighborhoods program. The lots owned by the Houston Land Bank are contained in phase two of the project, which will serve lower income families and individuals from Cuney Homes, Third Ward, and greater Houston. With 4% Low Income Housing Tax Credits, we plan to close on all financing and start construction in late 2027.

There are seven parcels of land under the Option Agreement, all of which support the development of phase two of the project. These lots comprise less than 20% of the total project area but are integral to making phase two a reality. Without these lots, the construction of the family phase will not be possible.

Project Update: Progress made over the last year and upcoming milestones

The Trinity East Village Senior received an allocation of 9% Low Income Housing Tax Credits (LIHTCs), \$4 million from the City of Houston, 81 project-based vouchers and a tax exemption from the Housing Alliance HTX. The project's financing closed in early June 2026 and construction started immediately thereafter. Construction will be complete in Q3 2027. This project has garnered widespread support, including from Council Member Evans-Shabazz, Mayor Whitmire, Commissioner Ellis, Super Neighborhood 67, the Emancipation Economic Development Council, U of H, TSU, Third Ward Community Cloth, Midtown Redevelopment Authority, and many other community organizations.

Trinity East Village Family will not use 9% LIHTCs because the Housing Authority's phasing plan for the build-out of the Cuney Homes redevelopment contemplates 9% LIHTC applications every round for the next several rounds. Rather than compete against Housing Alliance HTX's applications, 4% LIHTCs are non-competitive and granted to projects that receive an allocation of Private Activity Bonds. We will apply for these bonds in 2026. The Houston Housing Finance Corporation has expressed their willingness to serve as Private Activity Bond issuer and we will work with them to submit an application to the Texas Bond Review Board for bond allocation. Because bond demand is significantly less than in previous years, we expect that we will receive an allocation of bonds in 2027. In order to ensure we can complete permitting, compile gap financing, and close on the land at the same time as the financing, we would like to request an extension of the current site control agreement to December 2027.

Overall Timeline

Trinity East Village Senior:

- Construction started: June 2026
- Construction completion: estimated Q3 2027

Trinity East Village Family:

- Anticipated closing date: Q4 2027
- Anticipated construction start: Q1 2028
- Anticipated construction end: Q2 2029

As you can see from the update above, we remain deeply committed to this project, which continues to enjoy widespread support among the community. We have made significant progress in the last year to get the first phase of the project under construction. With the Land Bank's support, we can bring phase two to fruition, ensuring long-term affordable homes for families in Third Ward.

Please contact me if you have any questions or would like additional information. I appreciate your consideration of our request.

Sincerely,

Rev. Dr. Marilyn White

Rev. Dr. Marilyn White / Trinity East Village CDC

Lauren

Lauren Avioli / NHP Foundation

OPTION AGREEMENT EXTENSION

THIS OPTION AGREEMENT (this “Agreement”) entered into originally as of October 17, 2023 (the “Effective Date”) by and between HOUSTON LAND BANK (formerly known as LAND ASSEMBLAGE REDEVELOPMENT AUTHORITY), a Texas non-profit local government corporation (“HLB”) and THE NHP FOUNDATION, a District of Columbia nonprofit corporation and/or its designated affiliate, subsidiary, or assigns (“NHP”) and extended effective _____, _____. 2026 between HOUSTON LAND BANK (formerly known as LAND ASSEMBLAGE REDEVELOPMENT AUTHORITY), a Texas non-profit local government corporation (“HLB”) and THE TRINTY EAST VILLAGE COMMUNITY DEVELOPMENT CORPORATION (TEVCDC), an assignee of NHP. HLB and TEVCDC are collectively referred to herein as the “Parties” and individually as a “Party”.

RECITALS

A. TEVCDC plans to develop an affordable housing project located in Houston, Harris County, Texas (the “Project”).

B. HLB owns seven (7) unimproved real property lots described on Exhibit A attached hereto and incorporated herein by reference (the “Option Property”) which is located in Houston, Harris County, Texas.

C. TEVCDC proposes that HLB sell the Option Property to TEVCDC at the Purchase Price (defined below) for the Project, and HLB upon determining that the Project is consistent with its affordable housing strategy agrees to sell to TEVCDC an option to acquire the Option Property for the Purchase Price subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the Purchase Price, the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Option.** HLB hereby agrees to grant to TEVCDC the exclusive option to acquire the Option Property for the Purchase Price and upon and subject to the terms and conditions set forth herein (the “Option”) in exchange for a \$100 option fee (the “Option Fee”) to be paid at the execution of this Agreement.

2. **Purchase Price.** The purchase price (“Purchase Price”) for the Option Property shall be (i) the greater of (x) the fair market value of the Option Property as determined by an appraisal obtained by HLB from a MAI appraiser reasonably acceptable to TEVCDC or (y) the amount paid by HLB to acquire the Option Property plus (ii) HLB's costs of holding the Option Property through the date of sale to TEVCDC (the “Holding Costs”). A statement of the Purchase Price (“Purchase Price Statement”) shall be prepared by HLB and submitted to TEVCDC within thirty (30) days prior to the Closing Date (as hereinafter defined). The Purchase Price Statement shall include the Holding Costs itemized in reasonable detail and supported by reasonable substantiating data.

3. **Lawn Maintenance.** As a condition of the option extension, HLB is requiring TEVCDC to provide for the lawn Maintenance of the lots as described under this agreement.

TEVCDC shall furnish all labor, material, tools, equipment, transportation, insurance, incidentals, and other facilities to perform all work for the landscaping and grounds maintenance of the lots. Services to be rendered include but are not limited to the following: a) Maintenance of grass and groundcover areas, b) removal of litter and debris, c) tree services where needed, d) application of lawn care agents for control of weeds, plant disease, insects, or pests.

HLB grants TEVCDC its contractors and assigns access to the lots described in this agreement to provide lawn maintenance in accordance with this clause. TEVCDC, its contractors, and assigns must have the proper liability insurance in accordance with the performance of lawn maintenance duties. TEVCDC may enter unto the lots described in this agreement at reasonable times to conduct lawn maintenance.

4. **Exercise of Option.** The right of TEVCDC to exercise the Option to acquire the Option Property is conditioned on TEVCDC having first obtained and submitted to HLB written evidence of the following in connection with the development of the Project (and such related information as HLB may reasonably request in connection with the development of the Project): (i) binding commitment(s) for funding in an aggregate amount sufficient to pay the total costs of developing the Project as evidenced by substantiating data satisfactory to HLB in its reasonable business judgment ; and (ii) approval from the Texas Department of Housing and Community Affairs of housing tax credits for the Project (or in its place binding commitments of funding from other sources which will substitute for the tax credits) (items (i) and (ii) collectively, the “Financing Commitments”). Upon TEVCDC'S satisfaction of the Financing Commitments, TEVCDC shall have the right to exercise the Option to acquire the Option Property by delivering written notice (“Option Notice”) to HLB no later than September 1, 2027 (“Outside Option Exercise Date”); provided however, the Outside Option Exercise Date may be extended twelve months if TEVCDC delivers to HLB on or before March 1, 2027 a written Project status report of its efforts to obtain Financing Commitments and evidence satisfactory to HLB in its good faith business judgment that funding sufficient to pay the costs of developing the Project is likely obtainable on or before the end of such extension. The actual date on which the Option Notice is delivered to HLB is hereafter referred to as the “Option Exercise Date.” ~~If TEVCDC fails to exercise the Option on or before the Outside Option Exercise Date, then this Option shall lapse and HLB shall have the right to terminate this Agreement and shall have the additional purchase right set forth in Exhibit D, attached hereto.~~

5. **Term of Option.** The Option shall remain in full force and effect from and including the Effective Date until the earlier to occur of (and including) the (i) the Outside Option Exercise Date, and (ii) the Closing Date (hereinafter, the “Option Term”). TEVCDC shall not be entitled to exercise the Option after the expiration of the Option Term, except as approved in writing by HLB in its sole and absolute discretion.

6. **Terms of Acquisition.** In the event TEVCDC delivers an Option Notice to HLB in accordance with Section 2 hereof, the Parties agree to consummate the conveyance of the Option Property from HLB to TEVCDC on and subject to the following terms and conditions:

- a. **Consideration.** HLB will deed the Option Property to TEVCDC and TEVCDC shall pay the Purchase Price to HLB, subject to and in accordance with the terms and conditions of this Agreement. The Deed (as hereinafter defined) shall contain the affordable housing use restrictions set forth in Exhibit B, attached hereto

(“Affordable Housing Use Restrictions”).

- b. **Title Commitment.** During the term of this Agreement, TEVCDC shall have the right to obtain at TEVCDC's cost: (a) a title commitment issued by a national title insurance company, or its agent or affiliate, which is licensed to do business in the State of Texas, as TEVCDC selects subject to HLB's reasonable approval thereof (the “Title Company”) setting forth the basis upon which the Title Company is willing to insure title to all parcels of the Option Property (the “Title Commitment”), together with all of the documents listed or referenced in the Title Commitment (the “Exception Documents”), and (b) a current survey of the Option Property prepared in accordance with the then current Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as adopted by American Land Title Association and National Society of Professional Surveyors (the “Survey”). Copies of the Title Commitment, Exception Documents and Survey shall be provided to HLB promptly upon receipt by TEVCDC, and HLB shall be included as a certified party in the Survey. If the Title Commitment or the Survey, or updates thereof disclose defects or other matters objected to by TEVCDC, TEVCDC shall advise HLB of the same in writing no later than thirty (30) days after the Option Exercise Date. The Affordable Housing Use Restrictions and any other title exceptions and survey matters not objected to by TEVCDC within said period or waived by TEVCDC in accordance with clause (x) in the following sentence shall collectively constitute the “Permitted Encumbrances.” If HLB is unable or unwilling to correct such title matters as to which TEVCDC objects, then TEVCDC shall have the right, at its option, either to (x) waive such objections and accept such title as HLB is able to convey, in which event this Agreement shall continue in full force and effect without change in or to the terms hereof; or terminate this Agreement in writing and the parties hereto shall be thereafter be released from any further obligations hereunder.
- c. **Title Policy.** At Closing, TEVCDC shall obtain, at TEVCDC'S expense, an TLTA Owner's Policy of Title Insurance (or pro forma thereof) (the “Title Policy”), issued by the Title Company, insuring fee simple title to TEVCDC as of the date and time of the recording of the Deed, subject only to the Permitted Encumbrances.
- d. **TEVCDC's Due Diligence.** TEVCDC, or its representative, will have the right to enter the Option Property at any time after the Effective Date, and will have the right to conduct tests and inspections, including Phase I environmental studies (and if recommended by the Phase I, a Phase II environmental study), surveys, preliminary engineering, site planning, soil boring tests and other appropriate inspections and tests as TEVCDC deems necessary provided that TEVCDC (i) provides HLB with prior notice of the proposed time and nature of any such studies, tests and inspections and furnishes HLB the certificate of insurance required below; (ii) conducts such studies, tests and inspections during normal business hours at times reasonably approved by HLB; (iii) if reasonably requested by HLB, conducts such studies, tests and inspections in the presence of a representative of HLB (provided that the presence of such a representative shall not be a condition precedent to conducting such tests and inspections if TEVCDC otherwise complies with clauses (i) and (ii) above); and (iv) promptly provides HLB with copies of written reports received from its contractors arising out of such studies, tests and

inspections. In the event either Party rightfully terminates this Agreement prior to Closing or the Option Term expires without a Closing, TEVCDC shall promptly repair any damage to the Option Property caused by TEVCDC's inspections or testing of the Option Property, restore the Option Property to the substantially the same or better condition than existed prior to such inspections or testing and indemnify and hold HLB harmless for any and all actual claims and damages arising in connection with such inspections or testing; provided, however, that in no event shall the scope of the foregoing indemnification obligations include (x) claims or damages arising out of the acts or omissions of HLB or its agents, employees, contractors or other representatives, (y) any diminution in value to the Option Property unless such diminution in value results from acts or omissions of TEVCDC or its agents, employees, contractors or other representatives, nor (z) the mere discovery of existing conditions in, on or under the Option Property. Prior to any entry upon the Option Property, TEVCDC shall procure and continue in force and effect from and after the date TEVCDC first desires to enter on the Option Property, and continuing throughout the term of this Agreement, the following insurance coverages placed with a responsible insurance company licensed to do business in Texas: commercial general liability insurance with (i) a combined single limit of not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate limit, insuring, without limitation, coverage for bodily injury, property damage, contractual liability, and personal injury liability with respect to the improvements on the Option Property or arising out of any of TEVCDC's or the parties acting by, under or for the benefit of TEVCDC's use, inspection or occupancy of the Option Property, conduct of its due diligence, or arising out of any of the indemnified claims. TEVCDC shall deliver a copy of a certificate of insurance evidencing such insurance coverage to the HLB upon written request (but in all events prior to any contractors or consultants of TEVCDC entering upon the Option Property).

- e. **Covenants Regarding the Option Property.** From and after the Effective Date until the earlier of the Closing or the expiration or termination of this Agreement (i) neither HLB nor its agents or representatives will make or enter into any lease for the Option Property or any portion thereof or make or enter into any other contract, or other agreement affecting the Option Property, any part thereof or any interest therein other than contracts related to the improvement and maintenance of and security for the Option Property and contracts or leases which will terminate or expire on or before conveyance of the Option Property to TEVCDC; (ii) HLB will take no action which will materially or adversely affect the condition of the Option Property or any portion thereof; and (iii) HLB will not enter into any mortgage, deed of trust, lien, covenant, condition, restriction, easement or right-of-way which would encumber the Option Property after Closing without the prior written consent of TEVCDC.
- f. **Condition of the Option Property at Closing.** At Closing, HLB will deliver the Option Property to TEVCDC "as is, where is and with all faults."
- g. **Form of Deed.** At Closing, HLB will convey by special warranty deed to TEVCDC indefeasible fee simple title to the Option Property, subject only to the Permitted Encumbrances, including the Affordable Housing Use Restrictions, and

to the general encumbrances and “as is” provisions set forth in the Special Warranty Deed, substantially in the form of Exhibit C attached hereto and incorporated herein for all purposes (the “Deed”). The legal description of the Option Property set forth in the Title Commitment and Survey shall be incorporated into the Deed on approval of the same by HLB and the Title Company.

- h. Governmental Authorizations. Prior to the Closing, TEVCDC, and its agents, representatives, and designees shall have the right to pursue all necessary authorizations, including, without limitation, permits, registrations, licenses, and any other approvals necessary for the intended use of the Option Property, from all applicable governmental authorities on such terms and conditions, as TEVCDC deems acceptable and at TEVCDC's expense (collectively, “Governmental Authorizations”); and to the extent necessary in connection therewith, HLB will reasonably cooperate with TEVCDC in TEVCDC's efforts to obtain any necessary Governmental Authorizations, including without limitation by executing any applications, agreements, affidavits, or other documentation that requires HLB's signature or acknowledgment and by providing any information necessary for the processing of any Governmental Authorizations provided that HLB shall not be required to incur any expense in connection with such matters. The foregoing notwithstanding, TEVCDC shall not file or record any documents in the public records of Harris County, Texas in connection with the Governmental Authorizations or the Option Property until after Closing, except as described in Section 13 below.
- i. Taxes and Assessments and Other Adjustments. HLB shall pay in full all taxes, general and special, against the Option Property, if any, which are due or have accrued up to the Closing Date, and TEVCDC shall pay all such taxes and assessments and installments of unpaid special assessments becoming due or accruing from and after the Closing Date. In the event that the amount of any such tax or assessment for the year in which the Closing Date occurs cannot be determined, then as soon as taxes on the Option Property for the year of Closing are known HLB and TEVCDC shall upon demand by either Party readjust the amount to be paid by each Party with the result that TEVCDC pays only for taxes attributable to the period of time commencing with the Closing Date and HLB receives any adjustment for overpayment of taxes previously paid by HLB. Except as otherwise expressly set forth here in, any other items of revenue or expense shall be adjusted and prorated in the manner typically adjusted or prorated in connection with the conveyance of unimproved real property in Texas. This provision shall survive Closing.
- j. Closing. The closing of the conveyance of the Option Property (the “Closing”) will take place in the offices of Title Company on a mutually agreeable date and time no later than sixty (60) days after Option Exercise Date. The date on which Closing actually occurs shall be referred to herein as the “Closing Date”.

At Closing, HLB shall deliver to TEVCDC and Title Company the following (collectively, the “Seller's Closing Documents”):

- i. The Deed conveying the Option Property to TEVCDC;

- ii. An Affidavit of Non-Foreign Status of HLB;
- iii. Such statutory notices, authorizing resolutions and other documents (such as commercially reasonable affidavits) as may be required by the Title Company in order for the Title Company to issue the Title Policy; and
- iv. Such other documents as are typically provided in connection with the conveyance of unimproved real property in Texas or as may be reasonably required to consummate the transaction contemplated hereby.

At Closing, TEVCDC shall deliver to HLB and Title Company the following:

- i. Purchase Price;
- ii. Original executed counterpart of the Deed;
- iii. Such statutory notices, authorizing resolutions and other documents as are typically provided in connection with the conveyance of unimproved real property in Texas or as may be reasonably required to consummate the transaction contemplated hereby or as may be required by the Title Company in order for the Title Company to issue the Title Policy.

At Closing, (x) HLB shall pay the cost of its attorneys' fees (if any), and (y) TEVCDC shall pay the cost of its attorneys' fees (if any) and all other costs of Closing including, without limitation, the escrow fees of Title Company, the premiums for the Title Policy and all endorsements thereto, the recording fees for the Deed and the costs of its inspections and the Survey.

- k. **Funding Commitment.** As a condition precedent to each party's obligation to close under this Agreement, TEVCDC shall have received approval from either the Texas Department of Housing and Community Affairs of housing tax credits for the Project or (ii) a funding commitment from another governmental agency; and in either case provided HLB with written evidence of such approval or commitment; provided however, HLB in its sole discretion may waive this requirement.
- l. **Funding.** As a further condition precedent to each party's obligation to close under this Agreement, TEVCDC shall have received and provided HLB with written evidence of the Financing Commitments sufficient to pay the costs of developing the Project.

7. **Representations and Warranties of HLB.**

- i. HLB represents and warrants to TEVCDC the accuracy of the following statements as of the Effective Date hereof and the date of Closing.
- ii. HLB is a non-profit local government corporation that is duly organized and validly existing and in good standing under the laws of the State of Texas.
- iii. HLB has all requisite power and authority to execute, deliver, and perform this Agreement and to consummate the conveyance of the Option Property

- in the event that TEVCDC exercises the Option hereunder.
- iv. HLB is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code.
 - v. This Agreement is, and (when executed and delivered to TEVCDC at the Closing) the Deed will be, a valid and binding obligation of HLB, enforceable against HLB by TEVCDC in accordance with its terms, except in each case to the extent limited by application of general principles of equity and by bankruptcy, insolvency, debtor relief, and similar laws of general application affecting the enforcement of contractual rights and obligations and such laws as are applicable to governmental entities.
 - vi. To the actual current knowledge of the President of HLB without any independent investigation (and without any personal liability on the part of such individual) of HLB without the duty of investigation or inquiry, there is no pending or threatened claim, cause of action, proceeding, or other litigation involving the Option Property (including but not limited to eminent domain, takings or condemnation of any portion of the Option Property or violations of applicable law) or HLB to the extent that same, if decided adversely to HLB would result in a lien against, or be binding upon the owner of, the Option Property from and after the Closing Date.
- b. TEVCDC represents and warrants to HLB the accuracy of the following statements as of the Effective Date hereof and the date of Closing.
- i. TEVCDC is a non-profit corporation that is duly organized and validly existing and in good standing under the laws of the State of Delaware.
 - ii. TEVCDC has all requisite power and authority to execute, deliver, and perform this Agreement and to consummate the closing of the Option Property in the event that HLB exercises the Option hereunder.
 - iii. TEVCDC is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code.
 - iv. This Agreement is a valid and binding obligation of TEVCDC, enforceable against TEVCDC by HLB in accordance with its terms, except in each case to the extent limited by application of general principles of equity and by bankruptcy, insolvency, debtor relief, and similar laws of general application affecting the enforcement of contractual rights and obligations and such laws as are applicable to governmental entities.
- c. The representations and warranties set forth in this Section 5 shall survive Closing for a period of one (1) year.

8. **LIMITED WARRANTY.** EXCEPT WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE SELLER'S CLOSING DOCUMENTS:

- a. THE OPTION PROPERTY IS BEING ACQUIRED “AS IS, WHERE IS, AND WITH ALL FAULTS;” AND
- b. HLB MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, VALUE OR QUALITY OF ANY OF THE OPTION PROPERTY, OR THE USE OR SUITABILITY THEREOF FOR ANY INTENDED PURPOSE, OR THE ABSENCE OF ANY

LATENT OR PATENT DEFECTS THERE IN, OR THE WORKMANSHIP THEREOF, OR THE EXISTENCE, COMPLIANCE WITH OR SUFFICIENCY OF ANY LICENSES HELD OR REQUIRED IN CONNECTION WITH THE OWNERSHIP, USE OR OPERATION THEREOF, OR WITH RESPECT TO THE STATUS, ASSIGNABILITY OR RIGHTS UNDER ANY CONTRACT, LICENSE OR ANY OTHER MATTERS, OR THE RISKS THAT MIGHT BE ENCOUNTERED IN THE OPERATION THEREOF.

THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY THE PARTIES HERETO AFTER DUE CONSIDERATION AND, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, OR THE DEED ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, WITH RESPECT TO THE OPTION PROPERTY AND RIGHTS THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT, OR OTHERWISE. TEVCDC HAS BEEN, OR WILL BE GIVEN UNDER THIS AGREEMENT THE OPPORTUNITY TO PERFORM THE DUE DILIGENCE IT DEEMS NECESSARY IN ORDER TO MAKE AN INFORMED DECISION AS TO WHETHER TO CONSUMMATE THE TRANSACTIONS DESCRIBED HEREIN. THE TERMS AND PROVISIONS OF THIS SECTION 6 SHALL SURVIVE THE CLOSING OF THIS AGREEMENT.

9. **Notices.** Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given (except as otherwise provided herein) when received if (i) delivered by hand, (ii) deposited with a widely recognized national overnight courier service, or (iii) transmitted by electronic mail (provided that a copy of such notice is subsequently delivered within one (1) business day by one of the methods described in clauses (i) or (ii) above), and in each case addressed to each Party at its address set forth below:

If to HLB: Houston Land Bank
 P.O. Box 131106
 Houston, Texas 77219
 Attn: Christa Stoneham
 Email: cstoneham@houstonlandbank.org

If to TEVCDC: The TEVCDC Foundation, Inc.

Attn: _____
Email: _____

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. Either Party may from time to time change its notice address hereunder, upon written notice to the other Party. Notice tendered by counsel to one of the Parties hereto shall be

deemed notice from the applicable Party itself.

10. **TEVCDC's Remedies.** In the event of any material breach of or default under this Agreement or any of the terms and provisions hereof by HLB, TEVCDC'S sole remedies shall be to: (i) demand specific performance of HLB'S obligation to close under this Agreement, provided that (A) TEVCDC delivered the Option Notice (B) TEVCDC is not in breach or default of its obligations under this Agreement, and (C) all conditions precedent to HLB's obligation to close under this Agreement have been satisfied or waived in writing; or (ii) terminate this Agreement. The foregoing shall not limit HLB's liability for breaches under Section 6 of this Agreement, which shall be limited to TEVCDC's actual damages for any breach thereof.

11. **HLB's Remedies.** In the event of any material breach of or default under the this Agreement or any of the terms or provisions hereof by TEVCDC, HLB'S sole remedies shall be to: (i) demand specific performance of TEVCDC's obligation to close under this Agreement, provided that (A) TEVCDC has delivered the Option Notice, (B) HLB is not in breach or default of its obligations under this Agreement, and (C) all conditions precedent to TEVCDC's obligation to close under this Agreement have been satisfied or waived in writing; or (ii) terminate this Agreement. The foregoing shall not limit TEVCDC's liability for breaches under Section 6 of this Agreement, which shall be limited to HLB's actual damages for any breach thereof.

12. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon HLB and TEVCDC and their respective representatives, successors and assigns, and shall run with the land.

13. **Assignments.** TEVCDC shall not be entitled to assign this Agreement or any rights hereunder without the prior written consent of HLB; provided that without HLB's consent, TEVCDC shall have the right to assign this Agreement to an Affiliate of TEVCDC formed for the purpose of taking title to the Option Property, and upon such assignment, the assignee shall assume in writing all of TEVCDC's rights and obligations under this Agreement. TEVCDC shall be released and discharged from its obligations under this Agreement only after (i) a fully-executed copy of any such assignment and assumption is provided to HLB, and (ii) evidence reasonably satisfactory to HLB that such assignee is in fact an Affiliate of TEVCDC and that the Financing Commitments inure to the benefit of such assignee. As used in this Section 13, the term "Affiliate" shall mean an entity that controls, is controlled by or is under common control with TEVCDC.

14. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Texas.

15. **Recording.** The Parties agree that this Agreement will not be recorded in the public records of Harris County, Texas; provided, however, that the parties agree to (a) execute and deliver a memorandum of this Agreement and a termination of memorandum of this Agreement on the Effective Date, each in recordable form and otherwise in form reasonably acceptable to the parties hereto, (b) have the memorandum of this Agreement recorded at TEVCDC's sole cost and expense on or promptly after the Effective Date, and (c) deposit the termination of memorandum of this Agreement with Title Company to hold in escrow until the earlier to occur of (i) either (A) the Outside Option Exercise Date if TEVCDC has not delivered the Option Notice prior to such date, or (B) any early termination of this Agreement, in either of which cases the termination shall be recorded, or (ii) the Closing Date, in which case the termination shall be destroyed by Title Company and be of no further force or effect.

16. **Attorneys' Fees.** In the event either Party brings suit to construe or enforce the terms hereof, or raises this Agreement as a defense in a suit brought by another party, the prevailing party as determined by the court is entitled to recover its attorneys' fees and expenses.

17. **Counterparts.** The Parties acknowledge and agree that this Agreement may be executed by original or scanned signatures in any number of counterpart original instruments, all of which taken together shall constitute one fully executed Agreement.

18. **Timing.** Time is of the essence. If any day on which an event is scheduled to occur under this Agreement falls on a Saturday or Sunday or legal holiday, the time period for such event shall be automatically extended until the next business day.

19. **Severability.** All of the terms, covenants or conditions contained in this Agreement shall be construed together, but if it shall at any time be held that any one of said terms, covenants or conditions or any part thereof, is invalid or for any reason becomes unenforceable, no other terms, covenants, or conditions or any part thereof shall be thereby affected or impaired.

20. **Brokers.** HLB and TEVCDC each represent and warrant to the other that, no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated hereby, and each agrees, to the extent allowed by law, to hold the other harmless against the payment of any commission to any other person or entity claiming by, through or under such party.

21. **Statutory Notices.** HLB hereby gives and TEVCDC hereby acknowledges the following notices and disclosures regarding the Option Property and agrees to execute related documents on or before Closing at the request of HLB or Title Company:

- a. **Statutory District Notice:** If the Option Property is situated in a utility or other statutorily created district providing water, sewer, drain age, or flood control facilities and services, Chapter 49, Texas Water Code, requires HLB to deliver and TEVCDC to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district. The Option Property is situated in the Third Ward, Houston, Harris County, Texas.
- b. **Tide Water:** If the Option Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in this Agreement.
- c. **Public Improvement Districts:** If the Option Property is in a public improvement district, §5.014, Property Code, requires HLB to notify TEVCDC as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Failure to pay the assessments could result in a lien on and the foreclosure of the Option Property.

- d. **Additional Taxes:** The following disclosure is made for the purpose of complying with the provisions of Section 5.010(d) of the Texas Property Code:

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES

If for the current ad valorem tax year the taxable value of the land that is the subject of this Agreement is determined by a special appraisal method that allows for the appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in use of the land. The taxable value of the land and the applicable method of appraisal for current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

[Remainder of page intentionally left blank; signature pages follow]

HLB and TEVCDC have executed this Agreement as of the Effective Date.

HLB:

HOUSTON LAND BANK (formerly known as LAND ASSEMBLAGE REDEVELOPMENT AUTHORITY),
a Texas non-profit local government corporation

By : _____
Christa Stoneham, CEO/President

NHP:

THE NHP FOUNDATION,
a District of Columbia nonprofit corporation

By : _____
_____, _____

TEVCDC:

THE TRINTY EAST VILLAGE COMMUNITY DEVELOPMENT CORPORATION ,
An assignee of THE NHP FOUNDATION

By : _____
_____, _____

EXHIBIT A

Option Property

Map ID	Address	Parcel number	Legal Description	Property Owner
1	0 SAINT CHARLES ST. Houston TX 77004	1382230010001	LT 1 BLK 1, LINCOLN CENTURY	LAND ASSEMBLAGE REDEVELOPMENT AUTHORITY
2	0 SAINT CHARLES ST. Houston TX 77004	1382230010002	LT 2 BLK1 LINCOLN CENTURY	LAND ASSEMBLAGE REDEVELOPMENT AUTHORITY
3	0 SAINT CHARLES ST. Houston TX 77004	1382230010003	LT 3 BLK1 LINCOLN CENTURY	LAND ASSEMBLAGE REDEVELOPMENT AUTHORITY
4		1367970010003	LT 3 BLK 1 LIVE OAK ESTATES	LAND ASSEMBLAGE REDEVELOPMENT AUTHORITY
5	0 LIVE OAK ST HOUSTON TX 77004	1367970010002	LT 2 BLK 1 LIVE OAK ESTATES	LAND ASSEMBLAGE REDEVELOPMENT AUTHORITY
6	0 LIVE OAK ST HOUSTON TX 77004	1367970010001	LT 1 BLK 1 LIVE OAK ESTATES	LAND ASSEMBLAGE REDEVELOPMENT AUTHORITY
7	2806 Live Oak St HOUSTON TX 77004	0190540010038	Lt 24 BLK 2 BINZ & SETTEGAST	LAND ASSEMBLAGE REDEVELOPMENT AUTHORITY

EXHIBIT B

Affordable Housing Restrictions Restriction of Affordable Housing Use:

“Affordable Housing” means that at least 51% of the Units are leased to lessees whose annual income at initial occupancy does not exceed 80% of the Area Median Income (“Median Income”). For purposes of clarification, in the event a resident of a Unit meets the applicable Median Income thresholds of Affordable Housing definition set forth above at the time of Grantee's underwriting thereof, it shall not be a violation of the terms of these Restrictions if such resident's Median Income thereafter exceeds the applicable Median Income thresholds during the term of such resident's lease and occupancy of the Unit (as such lease may be amended, extended or renewed from time to time).

“Affordability Period” means the minimum period of time during which the Restrictions apply to the occupied residential units to be built on the Property (“Units”), which period shall be forty (40) years after the date this Deed is recorded, unless the Zone is no longer in existence, in which case, the period shall end the first day that the Zone is no longer in existence.

EXHIBIT C

Form of Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THAT LAND ASSEMBLAGE REDEVELOPMENT AUTHORITY, a Texas non-profit local government corporation ("Grantor"), whose address is Houston Land Bank, P.O. Box 1311 06, Houston, Texas 77219 for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, AND CONVEY unto THE TEVCDC FOUNDATION, a District of Columbia nonprofit corporation ("Grantee"), whose address is 122 East 42nd Street, Suite 3500, New York, New York 10168, that certain tract or parcel of land in Harris County, Texas more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Land"), together with all improvements thereon and all rights and interests appurtenant thereto (such land, improvements, rights and interests are hereinafter collectively referred to as the "Property").

This Special Warranty Deed (the "Deed") and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the following matters (hereinafter referred to collectively as the "Permitted Encumbrances"):

- a. All easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other matters of record (excluding prior conveyances of the surface estate) in the Official Public Records of Harris County, Texas which are applicable to and enforceable against the Property including, without limitation, those matters of record described in Exhibit B attached hereto and incorporated herein by this reference;
- b. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey of the Property would show;
- c. Visible or apparent easements which encumber or affect the Property and do not appear of record in the Official Public Records of Harris County, Texas; and
- d. Ad valorem taxes and assessments applicable to the Property for the current year, if any.

This Deed is additionally executed by Grantor and accepted by Grantee subject to the use restrictions set forth below which shall encumber the Property and constitute covenants running

with the land (the “Restrictions”).

RESTRICTION TO AFFORDABLE HOUSING USE

1. Definitions. Unless a particular word or phrase is otherwise defined or the context otherwise requires, capitalized words and phrases used in this Deed shall have the following meanings:

“Affordable Housing” means that 51% of the Units are leased to lessees whose annual income at initial occupancy does not exceed 80% of the Median Income. For purposes of clarification, in the event a resident of a Unit meets the applicable Median Income thresholds of Affordable Housing definition set forth above at the time of Grantee's underwriting thereof, it shall not be a violation of the terms of these Restrictions if such resident's Median Income thereafter exceeds the applicable Median Income thresholds during the term of such resident's lease and occupancy of the Unit (as such lease may be amended, extended or renewed from time to time).

“Affordability Period” means the minimum period of time during which the Restrictions apply to the occupied residential units to be built on the Property (“Units”), which period shall be forty (40) years after the date this Deed is recorded, unless the Zone is no longer in existence, in which case, the period shall end the first day that the Zone is no longer in existence.

“HUD” means the United States Department of Housing and Urban Development.

“Median Income” means the median income for the area in which the Zone is located, as determined by the Secretary of HUD, with adjustments for smaller and larger families, as of the date this Deed is recorded and thereafter as updated annually by the Secretary of HUD.

“Zone” means Reinvestment Zone Number Two, City of Houston, Texas, a tax increment reinvestment zone created by the City of Houston, Texas in accordance with Chapter 311, Texas Tax Code.

2. Restrictions. As a material portion of the consideration for this Deed and the conveyance hereinabove set forth, this Deed is executed by Grantor and accepted by Grantee subject to the following Restrictions which are hereby adopted and established for, imposed upon and made applicable to the Property:

The Property, and any improvements constructed on the Property, shall be used to provide Affordable Housing for a period of not less than the Affordability Period as defined in this Deed. The Restrictions shall run with the Property, shall be binding on Grantee, its successors and assigns for the Affordability Period, and shall inure to the benefit of Grantor, its successors and assigns for the Affordability Period. Notwithstanding any provision of this Deed

or applicable law to the contrary, these Restrictions shall automatically terminate without the requirement of further action of any party upon the expiration of the Affordability Period.

3. Covenants Running with the Land. All of the agreements, conditions, and restrictions contained in this Deed shall be deemed covenants running with the land and shall inure to the benefit of Grantee as the owner of the Property and each successor owner of any of the Property and the Grantor.

4. Reconveyance Right. If during the Affordability Period the Reconveyance Right Trigger Event occurs, Grantor reserves and shall have the right (the "Reconveyance Right"), but not the obligation, to require Grantee to reconvey the Property (together with all improvements thereon and appurtenances thereto) to Grantor in accordance with the terms and conditions of this Section 4.

(a) For purposes hereof, "Reconveyance Right Trigger Event" shall mean either (i) the failure of Grantee to commence construction of the Units on or before the second anniversary of the date of extension of this Deed (the "Commencement Date") and, for purposes of this Section 4(a), commencement of construction of the Units shall mean pouring of foundations for all Units have been poured or (ii) the failure of Grantee to substantially complete construction of the Units and obtain all permits and governmental authorizations required by applicable law for the use and occupancy of the Units, which shall be deemed satisfied by Grantee's receipt of a temporary certificate of occupancy (or local equivalent) on or before the fourth (4th) anniversary of the date of execution of this Deed (the "Completion Date").

(b) Upon the occurrence of a Reconveyance Right Trigger Event, Grantor may elect to exercise the Reconveyance Right by giving written notice to Grantee (to be delivered by hand or by national overnight carrier to the address set forth in the introductory paragraph of this Deed). Closing under the valid exercise of the Reconveyance Right shall be completed within thirty (30) days from the date of Grantor's notice to Grantee of its election to exercise its Reconveyance Right. Such closing shall occur at Grantor's option, at the offices of the Grantor's legal counsel or at a title company selected by Grantor, and at closing, the Property shall be reconveyed by Grantee to Grantor by special warranty deed, subject only to the Permitted Encumbrances and the Restrictions, but otherwise free and clear of any and all monetary liens and encumbrances incurred or permitted by Grantee. In the event Grantee fails to comply with the terms of this subparagraph (b) upon the valid exercise of the Reconveyance Right, Grantor shall have the right to pursue an action for specific performance of Grantee's obligation to close in accordance with this Section 4 (b).

(c) If any indebtedness is secured by any deed of trust or mortgage encumbering all of the Land ("Mortgage") the beneficiary of such Mortgage ("Mortgagee") or Grantee may give Grantor written notice thereof, and upon receipt of such notice, Grantor agrees to the following: (i) deliver any notices given by Grantor to Grantee hereunder simultaneously to such Mortgagee, (ii) afford any such Mortgagee an additional sixty (60) days beyond the notice and cure periods set forth herein to cure any default by Grantee under the Restrictions, (iii) accept performance by any such

Mortgagee of any of Grantee's cure rights hereunder as performance by Grantee, and

(iv) enter into an estoppel certificate or subordination agreement, in form acceptable to HLB, within thirty (30) days after written request by Grantee or such Mortgagee (which notice shall be accompanied by such Mortgagee's proposed reasonable form thereof).

(d) The Reconveyance Right (i) is personal to Grantor, (ii) shall not be assignable by Grantor except to the City of Houston, and (iii) shall automatically terminate upon the completion of construction of the Units without further action of the parties burdened or benefited thereby. Without limiting the foregoing, upon the request of either party hereto after the completion of construction of the Units, the other shall promptly execute and deliver (and have notarized) an acknowledgement of the completion of construction of the Units and the termination of the Reconveyance Right in recordable form.

(e) Grantor agrees not to exercise the Reconveyance Right if the construction of the Units is not commenced by the Commencement Date or Completion Date, as applicable, due to the occurrence of a Force Majeure Event (hereafter defined) provided that Grantee resumes and diligently pursues the commencement or complete on, as applicable, of the construction of the Units after the Force Majeure Event has abated. "Force Majeure Event" shall mean any period or periods of delay caused by strikes, lockouts or other labor disputes; fire or other casualty; storms, floods or other inclement weather; terrorism, riots, insurrection or demonstrations; or any other causes (other than financial) beyond the reasonable control of the Grantee.

5. Attorney's Fees. In the event any Party or Parties shall institute any action or proceeding, excluding any arbitration proceeding, against the other Party or Parties relating to the provisions of these Restrictions, then, and in that event, the non-prevailing Party or Parties in such action or proceeding shall reimburse the prevailing Party or Parties for the reasonable expenses of attorney's fees and disbursements incurred in connection with such action or proceeding.

6. Governing Law. The Restrictions shall be governed by and construed in accordance with the laws of the State of Texas.

7. Remedies. After completion of construction of the Units and during the Affordability Period, in the event the Property fails to be used or operated to provide Affordable Housing for a period of greater than 180 days after written notice by Grantor to Grantee (and any Mortgagee, if applicable), Grantor shall have the right to seek (a) an injunction to enjoin the future leasing of the Units to residents who do not meet the Median Income thresholds of Affordable Housing definition set forth above, or (b) any and all other remedies at law or in equity to which Grantor is entitled. Notwithstanding any provision hereof to the contrary, (x) in no event shall Grantor be entitled to seek damages or other legal or equitable remedies for a violation of the Restrictions, unless Grantee violates the Restrictions for a period of greater than 180 days after written notice by Grantor to Grantee (and any Mortgagee, if applicable); (y) any claim for damages arising from a violation of the Restrictions shall be limited to actual damages, and (z) in no event shall any party to this Deed be subject to a claim for punitive, special or consequential damages.

8. Waiver of Default. No waiver of any violation of the Restrictions shall be implied from any omission by any benefited party to take any action in respect of such violation if such violation continues or is repeated. No express waiver of any violation shall affect any violation or cover any period of time other than the violation and period of time specified in such express waiver. One or more waivers of any violation of any term contained in this shall not be deemed to be a waiver of any subsequent violation of the same term contained in the Restrictions. The consent or approval by any party to or of any act or request by any other party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to any party by the Restrictions shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity, which any such party might otherwise have by virtue of a violation under the Restrictions, and the exercise of one such right or remedy by any such party shall not impair such party's standing to exercise any other right or remedy.

9. Amendments. The Restrictions may be amended or modified only by a written instrument executed by all of the then owners of the Land, their respective Mortgagees, if any, and the Grantor or its successors and assigns. Any early termination of the Restrictions (as opposed to termination

upon expiration of the Affordability Period) will require the prior written consent of all owners of the Land, their respective Mortgagees, if any, and the Grantor or its successors and assigns. Each of such owners will provide the name and address of applicable Mortgagees upon receipt of a written request therefor from any owner seeking to amend the Restrictions or from Grantor or its successors and assigns.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE subject to the Permitted Encumbrances, the Restrictions and the matters herein stated.

EXCEPT WITH RESPECT TO THE OBLIGATIONS OF GRANTOR EXPRESSLY SET FORTH IN THAT CERTAIN OPTION AGREEMENT DATED MARCH [XXX], 2019 BETWEEN GRANTOR AND GRANTEE (THE “AGREEMENT”) WHICH EXPRESSLY SURVIVE THE CLOSING OF THE TRANSACTION PURSUANT TO THE AGREEMENT OR CONTEMPLATE PERFORMANCE AFTER THE DATE OF THIS DEED, THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THE AGREEMENT AND THE WARRANTY OF TITLE IN THIS SPECIAL WARRANTY DEED (THE “SURVIVING OBLIGATIONS”):

(a) THE PROPERTY IS BEING ACQUIRED “AS IS, WHERE IS, AND WITH ALL FAULTS;” AND

(b) GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION,

VALUE OR QUALITY OF ANY OF THE PROPERTY, OR THE USE OR SUITABILITY THEREOF FOR ANY INTENDED PURPOSE, OR THE ABSENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, OR THE WORKMANSHIP THEREOF, OR THE EXISTENCE, COMPLIANCE WITH OR SUFFICIENCY OF ANY LICENSES HELD OR REQUIRED IN CONNECTION WITH THE OWNERSHIP, USE OR OPERATION THEREOF, OR WITH RESPECT TO THE STATUS, ASSIGNABILITY OR RIGHTS UNDER ANY CONTRACT, LICENSE OR ANY OTHER MATTERS, OR THE RISKS THAT MIGHT BE ENCOUNTERED IN THE OPERATION THEREOF.

THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY THE PARTIES HERETO AFTER DUE CONSIDERATION AND, EXCEPT FOR THE SURVIVING OBLIGATIONS, ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, WITH RESPECT TO THE PROPERTY AND RIGHTS THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT, OR OTHERWISE. GRANTEE HAS BEEN GIVEN THE OPPORTUNITY TO PERFORM THE DUE DILIGENCE IT DEEMS NECESSARY IN ORDER TO MAKE AN INFORMED DECISION AS TO WHETHER TO ACQUIRE THE PROPERTY. NOTWITHSTANDING ANY PROVISION OF THIS DEED TO THE CONTRARY, THE AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES THERETO ARE PERSONAL TO

GRANTOR AND GRANTEE, AND THE REFERENCE TO THE AGREEMENT IN THIS DEED IS NOT INTENDED TO CAUSE THE AGREEMENT TO BE A LIEN OR ENCUMBRANCE ON TITLE TO THE PROPERTY, TO RUN WITH TITLE TO THE LAND OR TO BE BINDING UPON GRANTEE'S SUCCESSORS AND ASSIGNS.

Ad valorem taxes on the Property, if any, for the year in which this Deed is recorded ("Current-Year Taxes") have been prorated as of the date hereof, with Grantor giving a credit to Grantee of its proportionate share of any such Current-Year Taxes. Grantee, by its acceptance of this Special Warranty Deed assumes the payment of any Current-Year Taxes, taxes for subsequent years, and, solely to the extent the same are due to Grantee's change in usage of the Property, any ad valorem taxes on the Property for years prior to the Current-Year Taxes; provided, however, Grantee by its acceptance of this Special Warranty Deed does not assume payment of any ad valorem taxes on the Property for prior years due to changes in land usage of the Property by Grantor or denial of a special use valuation on the Property claimed by Grantor, nor delinquent taxes for any year prior to Current-Year Taxes, each of which shall remain the obligation of Grantor.

[Execution Page to Follow]

EXECUTED this the ____ day of _____, 2026.

GRANTOR:

HOUSTON LAND BANK (formerly known as LAND ASSEMBLAGE REDEVELOPMENT AUTHORITY),
a Texas non-profit local government corporation

By : _____
Christa Stoneham, CEO/President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____,
20____, by Christa Stoneham, CEO/President of THE HOUSTON LAND BANK., a Texas non-
profit local government corporation.

Notary Public in and for the State of Texas

GRANTEE:

THE NHP FOUNDATION,
a District of Columbia nonprofit corporation

By : _____
Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____,
20____, by _____ of THE NHP FOUNDATION, INC., a District of Columbia
nonprofit corporation.

Notary Public in and for the State of Texas

ASSIGNEE:
TRINTY VILLAGE EAST CDC

By : _____
Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on this ____ day of _____,
20____, by _____of TRINTY VILLAGE EAST CDC.

Notary Public in and for the State of Texas

EXHIBIT A

PROPERTY DESCRIPTIONS

[To be inserted from title commitment.]

EXHIBIT B

PERMITTED ENCUMBRANCES OF RECORD

[To be inserted from title commitment.]

~~EXHIBIT D~~

~~ADDITIONAL PURCHASE OPTION~~

~~TEVCDC grants to HLB an additional purchase option (“Additional Option”) to acquire the lot located at 2620 Live Oak Street, Houston, Texas 77004 (“Live Oak Property”) for a purchase price equal to the fair market value of the Live Oak Property determined as provided in Section 2(i)(x) of the Option Agreement to which this Exhibit is attached; provided that, th is Additional Option may only be exercised after the Option lapses unexercised and must be exercised within one hundred and twenty (120) days after termination of the Option and closed within thirty (30) days after the Additional Option is exercised. If HLB exercises the Additional Option, the Live Oak Property shall be conveyed by TEVCDC to HLB upon the same terms and conditions as provided in Sections 4(b), (c), (d), (e), (f), (g), (h), (i) and G) of the Option Agreement to which this Exhibit is attached.~~



REQUEST FOR BOARD ACTION

Meeting Date: October 5, 2026

Agenda Item VI b: Consideration and Possible Action to Authorize the Houston Land Bank to approve HAUCDC's Sale Price Increase Request — Four Parcels at 2725 & 2729 Webster Street and 3437 & 3439 Francis Street (\$225,000 to \$255,000).

ACTION SUMMARY

Approval of this item will authorize staff to amend existing contracts to reflect the recommended sales prices for HAUCDC. This application has been reviewed, analyzed, and recommended by both READ and Executive Committees.

BACKGROUND/OVERVIEW

HAUCDC has requested a sales price increase due to the rising costs of materials and labor resulting from current economic conditions. The increased expenses have significantly impacted the overall cost of providing their services. It should be noted that HAUCDC requested increased sales prices of \$262,029 for 3437 Francis and \$261,036 for 3439 Francis, as well as \$273,350 for 2725 Webster and \$273,067 for 2729 Webster. However, the READ Committee has only approved a sales price increase up to \$255,000.

Also, this represents HAUCDC's second sales price increase request, as they previously received an approved increase in June 2024.

HCAD	Property Address	Lot Sold Date	Lot Sold Price	Estimated Completion Date	Original Sales Price	Previous Board Approved Sales Price Increase	New Proposed Sales Price
0631670060001	2725 Webster*	8/21/2017	\$ 4,215.00	September 2026	\$ 190,000.00	\$ 225,000.00	\$ 255,000.00
0631670060002	2729 Webster*	-	-	September 2026	\$ 190,000.00	\$ 225,000.00	\$ 255,000.00
1418320010001	3437 Francis**	8/21/2017	\$ 3,750.00	October 2026	\$ 190,000.00	\$ 225,000.00	\$ 255,000.00
1418320010002	3439 Francis**	-	-	October 2026	\$ 190,000.00	\$ 225,000.00	\$ 255,000.00

*Originally sold as one parcel. This lot was replatted and will produce 2 homes

**Originally sold as one parcel. This will be a duplex

RECOMMENDATION

Recommendation is requested to approve the proposed sales price of \$255,000 for the above-referenced properties in accordance with the READ Committee's recommendation.

REQUEST FOR BOARD ACTION

Meeting Date: October 05, 2026

Agenda Item VI C: Consideration and Possible Action to Authorize the Houston Land Bank to approve One World Strategy Group, LLC under the RFP for Government Relations Services issued on August 5, 2026.

ACTION SUMMARY

Approval of this agenda item will authorize HLB to contract with One World Strategy Group, LLC as the successful bidder under the Houston Land Bank **Request for Proposals for Government Relations Services** issued August 5, 2026. This action is necessary to secure legislative advocacy, governmental relations, and strategic funding services in advance of the 90th Texas Legislature, which convenes in January 2027.

BACKGROUND/OVERVIEW (Background of the Agreement and Summary)

Houston Land Bank (HLB) adopts a holistic approach that considers the community's and other stakeholders' needs and aspirations, achieving success through innovative practices that expand the organization's capacity to serve our community. HLB seeks to create an ecosystem of resilient neighborhoods and districts where all individuals can thrive. Our community partners supplement our community-focused approach, which requires empathy and understanding of disinvested neighborhoods' unique challenges and opportunities.

In furtherance of these goals and objectives, HLB issued a **Request for Proposals for Government Relations Services** on **August 5, 2026**, that closed on **September 2, 2026**. The engagement is anchored to two defined state priorities timed to the 90th Texas Legislature convening in January 2027: (1) securing a minimum of \$2 million in annual state allocation to fund blight remediation, legal services for title clearance and heirship resolution, and strategic property acquisition; and (2) enacting a Texas brownfield tax credit, supported by a completed state-by-state policy analysis and a five-part legislative framework. The selected firm will lead strategy to advance both priorities across three tracks: State Appropriations and Funding Strategy (Track A), Brownfield Tax Credit Legislation and Policy Development (Track B), and Governmental Relationships, Advocacy, and Reporting (Track C).

As a result of the RFP, **two (2) submissions were received**. Each submission was reviewed and evaluated by an HLB procurement panel. The evaluation criteria were based on the posted RFP (see attached) and weighted as follows: Proposed Approach and Strategic Methodology (25%), Relevant Experience and Demonstrated Results (25%), Qualifications and Strength of Proposed Team (20%), Understanding of HLB Objectives (15%), Fee Proposal and Overall Value (10%), and Collaborative Approach, Reporting, and Technology (5%).

After review and evaluation of all submissions, the scoring results — based on the highest possible score of one hundred (100) points — are as follows:

Organization Name	Score
One World Strategy Group, LLC	93.7
Philips Uresti Meachum Partners	82.7

One World Strategy Group, LLC received the highest score of **93.7 out of 100** and is recommended as the successful bidder. The total contract amount shall not exceed **\$50,000**, covering the initial term through **June 30, 2027**, with options to extend for legislative implementation, special sessions, continued appropriations, or agency work. Should the Board of Directors approve this item, HLB will move forward with contracting with One World Strategy Group, LLC.

STAFF RECOMMENDATION

Staff recommends that the Board of Directors authorize HLB to award a contract for Government Relations Services to **One World Strategy Group, LLC** as the highest-scoring respondent under the RFP for Government Relations Services issued August 5, 2026, for a contract amount not to exceed **\$50,000** for the initial term through June 30, 2027.

ATTACHMENTS

1. RFP for Government Relations Services (issued August 5, 2026)



REQUEST FOR PROPOSALS FOR GOVERNMENT RELATIONS SERVICES:

Legislative Advocacy & Strategic Funding Services: State Appropriations | Brownfield Tax Credit Legislation | Governmental Relationship Development

Issued August 5, 2026

Building pathways from vacant land to vibrant communities.

Procurement at a Glance

Issue Date	Wednesday, August 5, 2026
Written questions due	Friday, August 14, 2026, 5:00 PM CT
Proposals Due	Wednesday, September 2, 2026, 5:00 PM CT
Anticipated Start	As soon as practicable following selection
Initial Term	Contract execution through June 30, 2027
Submission Format	To be sent electronically via Submittable
Primary Contact	Procurements@houstonlandbank.org

Introduction

The Houston Land Bank (HLB) is seeking proposals from qualified firms to provide governmental relations, legislative advocacy, and strategic funding services for an initial term beginning upon contract execution and continuing through June 30, 2027, with the option to extend for legislative implementation, special sessions, continued appropriations, or agency work, for one or more renewal periods.

This engagement is anchored to two defined state priorities, both timed to the 90th Texas Legislature convening in January 2027. First, HLB seeks a minimum of \$2 million annual state allocation to fund blight remediation, legal services for title clearance and heirship resolution, and strategic property acquisition. Second, HLB seeks enactment of a Texas brownfield tax credit, supported by a completed state-by-state policy analysis and a five-part legislative framework. The selected firm will lead the strategy to advance both.

About Houston Land Bank

HLB is a not-for-profit local government corporation incorporated in Texas and a component unit of the City of Houston. HLB is committed to being a robust and innovative partner in the equitable redevelopment of Houston neighborhoods and a good neighbor to the communities in which we work to provide affordable homes for low- and moderate-income Houstonians.

HLB acquires, manages, and returns vacant, abandoned, deteriorated, or underutilized property to productive use. Its work supports neighborhood stabilization, affordable and workforce housing, brownfield revitalization, community development, heir-property resolution, economic opportunity, and the responsible stewardship of land.

Additional Context:

HLB is the only public land bank in Texas, the largest in the United States by property value, and the only land bank in the country created under a dedicated state statute, Chapter 379H of the Texas Local Government Code (SB 1679, 2021). HLB has secured \$8.7M in EPA grants and congressional earmarks, reactivated \$100M in property value, and supported 385+ affordable homes. In 2025, a Harris County interlocal agreement doubled HLB jurisdiction to encompass all of unincorporated Harris County. HLB Fund, the organization's 501(c)(3) affiliate, serves as the fundraising and grant-receiving vehicle. This dual structure, governmental authority paired with philanthropic flexibility, positions HLB as the natural implementation partner for the state programs this engagement will advance.

Scope of Work

HLB seeks a senior-level governmental affairs partner with appropriations, policy development, and bipartisan advocacy experience serving public entities, housing organizations, land banks, redevelopment authorities, or comparable organizations. HLB is seeking more than bill tracking. The successful proposer will combine strategic judgment, appropriations experience, policy development, bipartisan advocacy, relationship management, and disciplined execution. The scope of work includes three tracks:

TRACK A | STATE APPROPRIATIONS AND FUNDING STRATEGY

The following services advance HLB's documented request for a minimum of \$2 million annual state allocation. The allocation funds three core functions: blight remediation, legal services for heirship resolution and title clearance, and strategic acquisition of tax-delinquent and vacant parcels. HLB projects that each state dollar will leverage two to six dollars in additional capital while returning idle parcels to the property's tax rolls.

- Refine HLB's existing appropriations request, fiscal narrative, and return on state investment analysis.
- Identify the strongest budget vehicle, including a direct appropriation, budget rider, exceptional item, or agency pass-through.
- Position the request with the Legislative Budget Board, Senate Finance, House Appropriations, and relevant agencies during the FY 2028-29 budget cycle.
- Identify and cultivate legislative and governmental champions, including the Harris County delegation.
- Prepare briefing documents, presentations, talking points, and one-page materials.

- Monitor budget hearings, agency requests, appropriations activity, and funding announcements.
- Identify additional state, federal, agency, and intergovernmental funding sources.
- Support the request throughout the budget, legislative, and implementation process.

TRACK B | BROWNFIELD TAX CREDIT LEGISLATION AND POLICY DEVELOPMENT

HLB has completed a state-by-state analysis of brownfield incentive programs in Florida, Oklahoma, Iowa, Tennessee, and Georgia and has adopted a five-part policy framework that positions HLB as an implementation partner, administrator, or eligible recipient. The framework centers on a Texas Voluntary Cleanup Tax Credit (TX-VCTC) modeled on Florida’s program: a 50 percent transferable credit against franchise and insurance premium tax for eligible cleanup costs, a starting annual cap of \$10 million to \$25 million, and a 25 percent bonus for affordable housing, health care, or job-creating redevelopment. It also includes a brownfield job creation bonus of \$2,500 to \$5,000 per net new job, automatic eligibility for sites disposed of by Chapter 379H land banks, brownfield priority scoring in TDHCA’s Qualified Allocation Plan, and enabling authority for municipal blight tax ordinances. The selected firm will:

- Pressure-test the legal, fiscal, administrative, and political feasibility of each element of the framework.
- Translate the framework into legislative concepts, drafting instructions, and proposed bill language.
- Identify and secure bill authors, sponsors, committee pathways, agency partners, and coalition allies for the 90th Texas Legislature.
- Pursue administrative pathways in parallel with legislation, including brownfield priority scoring in TDHCA’s Qualified Allocation Plan.
- Coordinate with legislative counsel, legal counsel, fiscal experts, and agency personnel, including TDHCA and TCEQ.
- Support bill filing, referral, hearings, amendments, floor activity, conference committee, enactment, and implementation.
- Evaluate complementary financing structures, including cleanup or redevelopment grants, revolving remediation funds, and blended state and federal models.

TRACK C | GOVERNMENTAL RELATIONSHIPS, ADVOCACY, AND REPORTING

The following services build the sustained governmental relationships that carry both priorities and position HLB as a trusted public-sector partner and a credible administrator of state programs.

- Map stakeholders and decision-makers across municipal, county, state, and federal government.
- Arrange targeted introductions, briefings, site visits, project tours, and educational roundtables.
- Represent HLB before relevant governmental bodies and prepare HLB representatives for testimony, hearings, and presentations.
- Build bipartisan and geographically diverse support and coordinate with coalitions, associations, local governments, housing organizations, environmental organizations, developers, and community partners.
- Align HLB priorities with City of Houston legislative and governmental priorities where appropriate.

- Monitor legislation, appropriations, regulatory activity, and governmental actions affecting land banks, housing, brownfields, vacant property, local authority, public finance, and community development.
- Provide an initial strategic work plan, regular written status reports, timely alerts, and stakeholder, legislative, funding, and action-item trackers.
- Deliver a post-session report identifying outcomes, unfinished business, implementation requirements, and recommended next actions.

The engagement will follow a pre-session, session, and post-session cadence. The selected firm will report directly to the President & CEO, coordinate with HLB staff, legal counsel, and other advisors, and demonstrate senior-level involvement, rapid response, practical written products, early risk identification, and transparent reporting. HLB may consider a prime firm supported by specialized subcontractors or strategic partners. The prime firm must identify every proposed team member, describe each role, disclose subcontracting arrangements, and remain accountable for the full engagement.

Minimum Qualifications

- 1) Substantial experience providing Texas governmental affairs, legislative advocacy, or public policy services.
- 2) Demonstrated experience securing state appropriations, budget riders, or exceptional items for public-sector clients.
- 3) Detailed knowledge of Texas legislative, budget, committee, agency, and implementation processes.
- 4) Strong bipartisan relationships with relevant policymakers and staff.
- 5) Experience working with municipalities, public entities, housing organizations, community-development organizations, land banks, redevelopment authorities, or similar entities.
- 6) Experience developing legislation, policy concepts, or governmental programs; experience advancing state tax credit or incentive legislation is strongly preferred.
- 7) Familiarity with affordable housing, land redevelopment, brownfields, local governmental authority, public finance, or related policy areas.
- 8) Ability to engage municipal, state, and federal governmental stakeholders.
- 9) Demonstrated ability to manage complex, multi-party advocacy efforts.
- 10) Compliance with all applicable lobbying, ethics, disclosure, and procurement requirements.

Evaluation of Proposals

Proposals will be evaluated by a team of HLB staff and possibly other subject matter experts as determined by HLB. Scoring will be as follows:

Evaluation Category	Weight
Understanding of HLB objectives	15%

Proposed approach and strategic methodology	25%
Relevant experience and demonstrated results	25%
Qualifications and strength of proposed team	20%
Collaborative approach, reporting, and technology	5%
Fee proposal and overall value	10%
TOTAL	100%

Finalist Interview

HLB may invite one or more finalists to participate in an interview or presentation. As part of the interview, finalists may be asked to identify the first five actions HLB should take to secure the minimum of \$2 million annual state allocation and position the Texas brownfield tax credit for passage in the 90th Texas Legislature.

Proposal Requirements

Proposals should be clear, concise, and directly responsive. Marketing materials and lengthy general firm descriptions are discouraged. HLB is not responsible for any costs incurred in developing responses to this RFP. Proposals must follow the section order below.

Section	Required Content
A. Executive Summary	Understanding of HLB objectives; why the firm is qualified; recommended initial priorities; engagement leaders. Maximum: 2 pages.
B. Proposed Approach	Strategy to secure the minimum of \$2 million annual state allocation; strategy to enact the Texas brownfield tax credit; relationship building; pre-session/session/post-session management; coordination; performance measurement. Maximum: 4 pages.
C. Relevant Experience	Comparable appropriations, legislative, public-entity, housing, land-use, redevelopment, environmental, or coalition-building work, including appropriations secured and incentive or tax credit legislation advanced. Identify the client, services, proposer role, and result. Maximum: 3 pages.
D. Proposed Team	Engagement lead, day-to-day contact, state personnel, municipal/federal capacity, policy and project-management support, required lobby registrations, and subcontractors. Maximum: 2 pages, excluding optional resumes.
E. Collaborative Work Approach and Technology	Communication, assignments, tracking, meeting documentation, platforms, and coordination with other advisors. Maximum: 1 page.
F. References	Three references for comparable governmental affairs, legislative, appropriations, housing, redevelopment, or public-sector work.

G. Fee Proposal	Monthly fixed retainer; any phase-based pricing; inclusions; exclusions; travel; special sessions; extensions; subcontractors; and proposed not-to-exceed amount. The total contract amount shall not exceed \$50,000.
H. Conflicts and Disclosures	Actual or potential conflicts; intersecting clients; advocacy limitations; required registrations; and material pending litigation or governmental action.

Proposal Format

- To be sent electronically via [Submittable](#)
- Required section order.
- No unnecessary promotional content.

The cover page, required forms and certifications, conflict disclosures, evidence of insurance, required fee forms, and resumes of no more than two pages each may be excluded from the page limit.

Proposals must also include, as attachments outside the page limit: evidence of at least \$1 million in general liability insurance and professional liability insurance, or the ability to secure such coverage, and completed compliance documents, including the Conflict of Interest Questionnaire (CIQ), Non-Collusion Affidavit, Business Ethics & Compliance Certification, and other Texas state required forms. Failure to include these may result in disqualification.

REQUIRED WRITTEN SCENARIO RESPONSE (not counted in page limit):

The 90th Texas Legislature convenes in January 2027. HLB enters the session with a minimum of a \$2 million annual appropriations request and a developed brownfield tax credit framework. Describe your approach to: (a) securing the appropriation within the FY 2028-29 budget, including the budget vehicle you would recommend; (b) moving the brownfield tax credit from framework to filed legislation with committed authors in both chambers; and (c) building the bipartisan coalition needed to carry both priorities through the session.

Pricing Structure

Please complete the following table to outline the proposed fee structure for the engagement. The total contract amount shall not exceed \$50,000.

Service Category	Flat Monthly Retainer	Additional Fees/Expenses
Government Relations		
Legislative Advocacy		
Strategic Funding		

Questions Regarding This Procurement

Questions regarding this procurement should be sent to procurements@houstonlandbank.org no later than 5 p.m. Central time on August 14, 2026. HLB will post responses to all questions received; responses will be posted under the Procurements section at www.houstonlandbank.org/resources.

Process & Schedule

Action Item	Date
Request for Proposals issued	Wednesday, August 5, 2026
Questions due regarding RFP	Friday, August 14, 2026, 5:00 PM CT
Responses to questions issued	Wednesday, August 19, 2026
Proposals due	September 2, 2026 by 5 PM CST
Evaluation, interviews, and best and final offers, if requested	September 3 through September 15, 2026
Board of Directors consideration of award	Monday, September 21, 2026
Commencement of services	As soon as practicable

Submittal Instructions

Proposals shall be submitted electronically via [Submittable](#) by the proposal deadline in the schedule above. Late submissions will not be considered. Respondents must also pay the \$100 nonrefundable application fee via [PayPal](#) for consideration.

The RFP proposal MUST be signed by an individual authorized to contractually bind the firm submitting the Proposal. Failure to sign the Proposal will result in rejection as NON-RESPONSIVE. The Proposal must give the full firm name and address of the Proposer. The person signing the Proposal should show title or authority to bind his/her firm in a contract.

Protest Process

Any proposer wishing to protest the procurement outcome must submit a formal written protest to the Primary Contact within five (5) business days of the Notice of Intended Selection. The protest must clearly state the grounds for the challenge and provide supporting evidence. HLB will review the protest and issue a final written decision to mitigate procurement risk and ensure integrity.

General Conditions

- HLB may reject any or all proposals, waive informalities, request clarification, conduct interviews, negotiate scope and fees, select all or part of a proposal, engage more than one firm, amend or cancel the solicitation, and verify references or representations.
- All proposal preparation and submission costs are the proposer's responsibility.
- The selected proposer must comply with applicable procurement, ethics, lobbying, disclosure, insurance, confidentiality, public-information, records-retention, and contracting requirements.

- Issuance of this RFP does not obligate HLB to award a contract or reimburse any proposer.

Information Provided by HLB

The information included with this RFP is provided solely for the convenience of the proposers. WHILE THIS INFORMATION IS BELIEVED TO BE ACCURATE, NO REPRESENTATION OR WARRANTY OF ANY KIND IS MADE BY HLB AS TO ACCURACY OR COMPLETENESS. Respondents are solely responsible for conducting such independent due diligence investigations as necessary for the preparation of responses.

Independent Contractor

It is understood that in the performance of any services herein provided, the Provider shall be, and is an independent contractor, and is not an agent or employee of HLB and shall furnish such services in its manner and method, except as required by this Agreement. Provider shall be solely responsible for all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.