ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the **City of Garland, a Texas home-rule municipality** ("City"), and **The Owl Icehouse, LLC, a Texas limited liability company,** its successors and assigns, ("Developer") acting by and through their respective authorized officers. The City and Developer are referred to individually in this Agreement as a "Party" and together they are referred to as the "Parties."

ARTICLE I

RECITALS

The City and Developer each acknowledge and agree that the following recitals are true and correct and that the same are incorporated herein and are a material part of this Agreement:

WHEREAS, the City desires to further the public interest and welfare and to induce the investment of private resources in productive business enterprises located in catalyst areas of the City in order to increase tax revenue for real property and business personal property within the City, and promote or develop new business enterprises; and

WHEREAS, Developer intends to repair, renovate and improve commercial space at 519 State Street to create a restaurant/entertainment space for the operation of a restaurant business, on a certain tract of land within the City of Garland, Dallas County, Texas ("Property"), being further described in Exhibit A, which is attached hereto and incorporated herein by reference for all purposes; and

WHEREAS, Developer intends to invest approximately **$2,500,000.00** in new real property improvements and **$600,000.00** in furniture, fixtures, and equipment at the Property ("Project"); and

WHEREAS, the Project will result in new economic development in the City, including serving as a catalyst for further, perhaps related development in the area; will increase tax revenues because of investments in real property, business personal property, and taxable sales within the City; and increases in the number of new jobs; and

WHEREAS, the Project will have a direct and positive economic benefit to the City; and

WHEREAS, the Developer has advised the City that a contributing factor of inducing the Developer to develop the Property is an agreement by the City to provide an economic development incentive to the Developer as set forth herein; and

WHEREAS, City wishes to provide incentives to Developer to assist in the economic development of the City; and

WHEREAS, the City has determined, based on information presented to it by the Developer, that making an economic development incentive grant to the Developer in accordance with this Agreement furthers the City's economic development goals and will: (i) promote the economic development objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) advance local economic development and stimulate business and commercial activity in the City; and

WHEREAS, City hereby finds that this Agreement embodies an eligible Program (defined below) and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City;

NOW, THEREFORE, the Developer and the City make and enter into this Agreement in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Developer and the City, and agree as follows:

ARTICLE II

DEFINITIONS

Section 2.01. "Economic Development Incentive Payment Request" has the meaning set forth in Section 4.02.

Section 2.02. "Performance Rebate Period" means the period of time, as more fully described in below Article III, during which Developer is eligible for Performance Rebate Payments.

Section 2.03. "Performance Rebate Payments" means the City's payments to Developer in the form of rebate payments for Qualified Hard Costs (as defined below) expended by Developer and for which a Performance Rebate Payment is requested by Developer in accordance with Article IV.

Section 2.04. "Program" means the economic development program for the Project established by the City pursuant to Texas Local Government Code Chapter 380 to promote economic development and stimulate business and commercial activity within the City as represented by the terms of this Agreement.

Section 2.05. "Project" has the meaning described in the Recitals to this Agreement.

Section 2.06. "Property" has the meaning described in the Recitals to this Agreement.

Section 2.07. "Qualified Hard Costs" means expenditures actually paid by Developer during the Performance Period for the improvement made to the Property.

ARTICLE III

COMMENCEMENT, COMPLETION AND OPERATION OF THE PROJECT

Section 3.01. Commencement of the Project. Developer shall develop and construct an approximate 13,000 square foot restaurant on the Property with a minimum investment of **$2,500,000.00**for real property improvements and approximately **$600,00.00** in furniture, fixtures, and equipment.

Section 3.02. **Concept of the Project**. The Parties agree that the project shall be a family-oriented restaurant, with appeal to young families, and features affordable food with burgers, and Texas County cooking all made onsite. A more detailed concept of the Project is attached hereto as Exhibit B and incorporated herein by reference.

Section 3.03. Commencement of Operation. Developer shall substantially complete the demolition and build out of the Property on or before **June 1, 2026,** and Developer shall have obtained all necessary building permits and Certificates of Occupancy (or applicable equivalent) for the Property and commenced operation of a restaurant on the Property on or before said date.

Section 3.04. Compliance with Prior Development Agreement. The City has given Developer notice of that certain Disposition and Development Agreement of October 28, 2023 ("DDA"), entered into between the City and the prior owner of the Property. Developer acknowledges the DDA and agrees to comply with the terms therein related to the Project, including but not limited to the following:

a. Developer's architect shall meet with the Jones' family architect, Ron Hobbs Architecture & Interior Design, to review design and construction plans.

b. The City shall have the opportunity to establish a design team to work with Developer's architect and make recommendations related to the concept and design of the Project.

c. One representative of the Jones' family shall be given the opportunity to serve as a member of the City's design team to make recommendations consistent in keeping with the overall concept of the design to the extent that the City's design team determines that the Jones' family recommendation will enhance the appearance, appeal, or usability of the Facility or favorably impact construction costs, operating revenues and expenditures and overall maintenance costs.

d. Once construction commences, the representative of the Jones' family shall receive timely notice of, and be entitled to participate in regularly scheduled owner, architect, contractor (OAC) construction meetings between the City and Developer. However, although the Jones' family representative may attend ad hoc meetings between the City and Developer, the City is not obligated to provide Seller notice of such meetings.

e. The development plans shall include a private dining room, or a small office space, in the building and Developer shall make this room available to Chad Jones twice per calendar month, during regular business hours, subject to availability, and in coordination with Developer.

f. The Jones' family shall be entitled to any materials from the building that are removed as part of construction. This would include the face brick from the front of the building and select wood from the interior demolition. To accommodate this provision and not interfere with demolition or construction activities on the Property, the Jones' family shall schedule and meet with a representative of the City Manager's Office and the Developer, to conduct a walk-through of the Property and identify any materials the Jones' family desires to retain during demolition of the Property prior to April 1, 2025. The City shall set aside the identified materials and deliver them to a location determined by the Seller within the City of Garland.

Section 3.05. Dedication Plaque. Developer agrees to placing an approximate 16" by 16" bronze plaque on the front of the building on one of the large endcap columns that details the history of the building as well as the Jones' family's association with the building.

Section 3.06. Performance Period. The Performance Rebate Period during which Developer is eligible to receive Performance Rebate Payments shall extend from the Effective Date of this Agreement through the date when the Project becomes operational, however under no circumstances shall the Performance Rebate Period extend past **December 31, 2026**.

Section 3.07. Continued Operation of Business. After Project becomes operational as a restaurant, Developer shall continuously lease, operate, maintain, and manage Project or make diligent commercial efforts to lease, operate, maintain and manage Project on the Property for use as one or more restaurants until at least **May 31, 2031**.

ARTICLE IV

OBLIGATIONS OF THE CITY

Section 4.01. Conveyance of Real Property.

a. City agrees to convey the Property to Developer pursuant to the terms and conditions of that certain Contract of Sale between the Parties executed contemporaneously with this Agreement.

b. In the event operations are not commenced (as described in above Section 3.03) by May 31, 2027, Developer agrees to convey the Property back to the City on or before June 30, 2027. Once conveyed, Developer, or its successor or assigns, shall have the right to remain on the Property for a term not to exceed 24-months, pursuant to a triple-net, fair market value lease.

Section 4.02. Performance Rebate Payments. Subject to the requirements and limitations of this Article, the other terms and conditions of this Agreement, and Developer's compliance with its obligations under this Agreement, the City shall make Performance Rebate Payments to Developer in accordance with this Article during the Performance Rebate Period:

a. The City shall make rebate payments to Developer in an amount not to exceed **$740,000.00** in total to reimburse Developer for a portion of the Qualified Hard Costs actually paid by Developer, which were expended for physical improvements which were actually made to the Property during the Performance Rebate Period. The first $370,000.00 of Performance Rebate Payments may be drawn by Developer on a monthly basis for completed work associated with hard costs. Notwithstanding any other provision in this Agreement, under no circumstance shall the City's total obligation to Developer or any other entity as a result of this Agreement exceed **$740,000.00**.

b. The City shall hold, and not be obligated to make, the final Performance Rebate Payment of **$370,000.00** to Developer until the Commencement of Operation (as described in above Section 3.03) and 30 consecutive business days of operating the Project as described herein.

Section 4.03. Process for Payment. Upon Commencement of Operations (as described in above Section 3.03), Developer may request a Performance Rebate Payment for an applicable Qualified Hard Cost by written application submitted to the City. The City shall not be required to make a Performance Rebate Payment for any applicable Qualified Hard Cost until:

a. the Developer submits to the City a payment request (the "Economic Development Incentive Payment Request") together with all information required to verify Developer's material compliance with its obligations under this Agreement for City's rebate of the Qualifying Hard Cost; and

b. funds are appropriated by the Garland City Council for the specific purpose of making a Performance Rebate Payment under this Agreement as part of the City's ordinary budget and appropriations approval process or through any subsequent appropriation.

Provided that the foregoing conditions have been satisfied and Developer is otherwise in compliance with this Agreement, the City shall pay Developer any Performance Rebate Payments due within thirty (30) days after the last to occur of the events in above subsections a. and b. of this Section 4.03.

ARTICLE V
TERMINATION AND DEFAULT

Section 5.01. Events of Termination. This Agreement terminates upon any one or more of the following:

a. by expiation of the Term; or

b. if a party materially defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within sixty (60) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, rebates, damages and/or expenses shall survive the termination of the Agreement.

Section 5.02. Effect of Termination/ Survival of Obligations. The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or defaults(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

ARTICLE VI

ADDITIONAL AGREEMENTS AND OBLIGATIONS

Section 6.01. Indemnification. TO THE FULLEST EXTENT ALLOWED BY TEXAS LAW, DEVELOPER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF GARLAND, TEXAS AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES, WHETHER CONTRACTUAL OR STATUTORY), COSTS AND DAMAGES OF ANY CONCEIVABLE CHARACTER, DUE TO OR ARISING FROM DEVELOPER'S CONTRACUTAL OBLIGAITONS TO THIRD PARTIES, INJURIES TO PERSONS (INCLUDING DEATH), OR INJURIES TO PROPERTY (BOTH REAL AND PERSONAL) RESULTING FROM DEVELOPER'S PERFORMANCE OF THIS AGREEMENT.

ARTICLE VII

PERSONAL LIABILITY OF PUBLIC OFFICIALS AND LIMITATIONS ON CITY OBLIGATIONS

Section 7.01. Personal Liability of Public Officials. No employee or elected official of the City shall be personally responsible for any liability arising under this Agreement.

Section 7.02. Limitations on City Obligations. The Performance Rebate Payments made and any other financial obligation of the City hereunder shall be paid solely from lawfully available funds that have been budgeted and appropriated each year during the Term by the City as provided

in this Agreement. Under no circumstance shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Performance Rebate Payments unless the City budgets and appropriates funds to make such payments during the City's fiscal year in which such payments are due. If the City fails to appropriate funds to make any Performance Rebate Payment(s), it shall immediately notify Developer of such non-appropriation and Developer may, at its sole option, terminate this Agreement, effective upon written notice to the City.

Section 7.03. No Recourse. Except for the right to terminate as provided in above Section 6.02, Developer shall have no recourse against the City for the City's failure to budget and appropriate funds during any fiscal year to meet the purposes and satisfy its obligations under this Agreement.

Section 7.04. Source of Funds. Performance Rebate Payments shall be made from annual appropriations only from such funds of the City as may be legally appropriated for the implementation of Article III, Section 52-a of the Texas Constitution, Chapter 380 of the Texas Local Government Code or any other economic development or financing programs authorized by Texas law or the home-rule powers of the City. Any Performance Rebate Payment to be made by the City to the Developer shall be limited as described in this Section and shall in no event exceed the amounts actually paid by Developer or Tenant for Qualified Hard Costs on the Project.

ARTICLE VIII

INFORMATION REGARDING PERFORMANCE

Section 8.01. Information. Subject to this Article VIII, Developer shall, at such times and in such form as the City may reasonably request from Developer, provide information concerning the performance of Developer's obligations under this Agreement.

Section 8.02. Review of Developer's Records. To the extent that the City has questions about the information supplied by Developer in any report, application, filing, or other document provided under this Agreement, the Parties will engage in good faith efforts to resolve such questions and, upon the City's reasonable request, Developer will furnish or make available for inspection documentation reasonably sufficient to verify the accuracy and completeness of the report, application, filing, certification or other information, and to demonstrate the manner in which such items or their contents were calculated or prepared. If, notwithstanding the good faith efforts of the Parties to resolve any questions concerning such items, the Parties are unable to resolve such issues, during the Term and for six (6) months thereafter, the City may examine and audit such books and records of Developer as are reasonably sufficient to verify the accuracy of such items. In the event the City's examination reveals a payment deficiency or discrepancy, the Parties will cooperate in good faith to address and resolve such deficiency or discrepancy. Information, documents, and materials provided by Developer shall be treated as described in below Section 8.04 of this Agreement. Notwithstanding the foregoing or any other provision of this Agreement, Developer shall not be required to disclose, permit the inspection of or

examination of, or discuss, any document, information or other matter that is not necessary to verify Developer's compliance with this Agreement and that (x) constitutes trade secrets or proprietary information, (y) in respect of which disclosure is prohibited by law or any binding agreement or (z) is subject to attorney-client, attorney work product or other privilege recognized under Texas law. Notwithstanding anything to the contrary herein, the City will not have the right to review, inspect or audit any of Developer's records for periods that are more than four years from the date of the review, inspection or audit.

Section 8.03. Public Records; Confidentiality. Developer acknowledges and agrees that this Agreement, Developer's Compliance Certificates, and certain other documents and filing related to this Agreement are or will be public records subject to disclosure (after redaction of information exempt from disclosure as described below) under the Texas Public Information Act. The Parties acknowledge and agree that the Public Information Act exempts from disclosure certain types of records, materials and information, including without limitation: records confidential by law, either constitutional, statutory or by judicial decision (Section 552.101 of the Texas Government Code); social security numbers (Section 552.117(a)(2) of the Texas Government Code); trade secrets and economic development project information (Sections 552,110 and 552.131 of the Texas Government Code); and proprietary commercial information (Section 552.110 of the Texas Government Code). The City will endeavor to use adequate safeguards, no less than those safeguards observed by the City for its own confidential information, to maintain the security and confidentiality of all materials, communications, data and information related to this Agreement or supplied by Developer in connection with this Agreement that may be subject to such exemptions from disclosure. Developer acknowledges that this Agreement constitutes public information and the materials, communications, data and information related to this Agreement may also constitute public information subject to disclosure under the Public Information Act and agrees that the City may disclose this Agreement, the Compliance Certificates and the portions of materials, communications, data and information related to this Agreement as required by law. The City will make reasonable efforts to (a) give Developer prior written notice of a request for public information (other than a request for copies of this Agreement or Compliance Certificates, which Developer agrees may be released without notice to Developer) in a reasonably practicable time period to allow Developer to seek a protective order or other appropriate remedy, (b) disclose only such information as is required under the applicable law, (c) cooperate with Developer in responding to any such records request (but there shall be no obligation for the City to independently request or join in any request for a ruling from the Attorney General, to engage or participate in litigation or to otherwise pursue any remedies sought by Developer with regard to asserted proprietary commercial or financial information or trade secrets). The City, without waiving its right to appeal an opinion or ruling under applicable procedures, will or may comply with any opinion or ruling of the Texas Attorney General or court order recommending or requiring redaction or withholding of information in response to a request for public information without further protest or appeal.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Rules of Construction. The capitalized terms listed in this Agreement shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement shall have meanings as commonly used in the English language. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

a. The masculine shall include the feminine and neuter.

b. References to "Articles," "Sections," or "Exhibits" shall be to articles, sections, or exhibits of this Agreement.

c. The Exhibits attached hereto are incorporated in and are intended to be part of this Agreement; provided that in the event of a conflict between the terms of any Exhibit and the terms of this Agreement, the terms of this Agreement shall take precedence.

d. This Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

e. Unless expressly provided otherwise in this Agreement, (i) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (ii) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

f. Use of the words "include" or "including" or similar words shall be interpreted as "including but not limited to" or "including, without limitation."

g. The recitals to this Agreement are incorporated herein.

Section 9.02. **Force Majeure.** Unless otherwise provided, all obligations of Developer and City shall be subject to events of "force majeure" which shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor. Notwithstanding any other provision to the contrary, calculations for Performance Rebate Payments

owed by the City are not subject to, and expressly excluded from, events of "force majeure." Performance Rebate Payment amounts owed by the City shall be strictly calculated in accordance with the terms and conditions of Article IV, without regard to any event, contingency, or cause beyond the reasonable control of either Party.

Section 9.03. Dispute Resolution and Step Negotiations. (a) The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated hereby promptly by negotiation, as follows. Either Party may give the other Party written notice of any such dispute not resolved in the normal course of business. Executives of both Parties at levels one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty days from the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three business days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the federal and state rules of evidence. Each Party will bear its own costs for this dispute resolution phase.

(b) In the event that any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby is not resolved in accordance with the procedures set forth in this Section 8.03, such dispute shall be submitted to non-binding mediation to a person mutually agreed by the Parties. The mediation may take place at a mutually agreed upon location. If the mediation process has not resolved the dispute within thirty days of the submission of the matter to mediation or within such longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of court proceedings. Each Party will bear its own costs, and share equally in the costs of mediators, for this dispute resolution phase. If the mediation process has not resolved the dispute within thirty (30) days of the submission of the matter to mediation or within such longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of Court Proceedings, subject to the limitations of this Agreement.

(c) Nothing in this Section shall preclude, or be construed to preclude, the resort by either Party to a court of competent jurisdiction solely for the purposes of securing a temporary or preliminary injunction or other relief to preserve the status quo or avoid irreparable harm. The Parties shall continue to perform each of their respective obligations under this Agreement during the pendency of any dispute; provided that this obligation shall not apply after the termination of this Agreement (except with respect to payments of amounts due and owing under this Agreement).

Section 9.04. No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint

venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement. Developer, in performing its obligations thereunder, is acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties including Tennant, and Developer agrees to indemnify and hold City harmless therefrom. City, in performing its obligations hereunder, is acting independently, and the City assumes no responsibilities in connection therewith to third parties, specifically including any obligations to Tennant.

Section 9.05. Jurisdiction and Venue. City and Developer, to the fullest extent permitted by applicable law, irrevocably (i) submit to the exclusive jurisdiction of the district courts located in Dallas County, Texas and any appellate court thereof; (ii) waive any objection which either may have to the laying of venue of any proceedings brought in any such court and (iii) waive any claim that such proceedings have been brought in an inconvenient forum. Nothing in this provision shall prohibit a party from bringing an action to enforce a money judgment in any other jurisdiction where the courts of such jurisdiction have jurisdiction over the other party.

Section 9.06. Accommodation of Financing Parties. To facilitate Developer's obtaining of financing to construct and operate the Project, City shall make reasonable efforts to provide such consents to assignments, certifications, representations, information or other documents as may be reasonably requested by Developer or the Developer's financing parties in connection with the financing of the Project; provided that in responding to any such request, the City shall have no obligation to provide any consent, certification, representation, information or other document, or enter into any agreement, that materially adversely affects or unduly burdens the City. Developer shall reimburse, or shall cause the financing parties to reimburse, the City for the incremental, direct, and documented third party expenses (including, without limitation, the reasonable fees and expenses of outside counsel) incurred by the City in the preparation, negotiation, execution or delivery of any documents requested by Developer or the financing parties, and provided by the City.

Section 9.07. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Section 9.08. Binding Effect; Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. This Agreement, or the right to receive grant payments, pursuant to this Agreement, may not be assigned, in whole or in part, without the express written consent of the City; not to be unreasonably withheld, conditioned or delayed; provided that Developer may, without the City's consent, assign this Agreement to a wholly-owned subsidiary or affiliate of Developer. However, without the City's consent, Developer may enter into a collateral assignment of this Agreement in connection with any financing of the Project. For purposes of this Agreement, performance by a successor or an affiliate of Developer, or performance by a party with whom Developer or its affiliates contract

shall be deemed to be performance by Developer.

Section 9.09. Amendments. No modifications or amendments to this Agreement shall be valid unless in writing and signed by a duly authorized signatory.

Section 9.10. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

Section 9.11. Notices. All notices required to be given under this Agreement shall be in writing and shall be given by either party or its counsel in person, via an express mail service or via courier or via receipted facsimile transmission (but only if duplicate notice is also given via express mail service or via courier or via certified mail) or certified mail, return receipt requested, to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). All notices given pursuant to this paragraph shall be deemed effective, as applicable, on the date such notice may be given in person, next business day following the date on which such communication is transferred via facsimile transmission, or as applicable, deposited with the express mail service, courier, or in the United States mails. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

If to City:

City of Garland
Mr. Judson Rex
City Manager
Post Office Box 469002
Garland, Texas 75046
Phone: (972) 205-3800
Fax: (972) 205-2474
jrex@garlandtx.gov

With a required copy to:
Mr. Brian England
City Attorney
200 North Fifth Street
Fourth Floor
Garland, Texas 75046
Phone: (972) 205-2380
Fax: (972) 205-2389
bengland@garlandtx.gov

If to Developer: _____
_____
_____
_____
_____
_____

With a required copy to:
_____
_____
_____
_____

Section 9.12. Employment of Undocumented Workers. During the term of this Agreement the Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the amount of the Performance Rebate Payments and any other funds received by the Developer from the City as of the date of such violation within 120 business days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent compounded annually from the date of violation until paid.

Section 9.13. Non-Collusion. Developer represents and warrants that neither Developer nor anyone on Developer's behalf has given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any employee, agent, representative or official of the City as an inducement to or in order to obtain the benefits to be provided by the City under this Agreement.

Section 9.14. Time of the Essence. Time is of the essence in the performance of this Agreement. If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

Section 9.15. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of any original, as of the Effective Date.

Section 9.16. Default and Claw-Back. (a) The City shall notify the Developer, in writing, of a default by the Developer in complying with the terms and provisions of this Agreement. In the event that the Developer has failed to cure the default(s) within thirty (30) days of receipt of the notice of default (or has failed to commence and diligently pursue such cure within such thirty (30) day period if cure cannot be completed within such thirty (30) day period), the Developer shall promptly reimburse the City for any Performance Rebate Payment received by Developer under this Agreement. Failure on the part of the City to exercise any right contained in this Agreement shall not constitute waiver of any right in the event of any subsequent default, and no waiver shall be effective unless in writing, executed by both the City and the Developer.

(b) In the event the Project does not remain operational through December 31, 2031, Developer shall promptly reimburse the City for any Performance Rebate Payment received by Developer under this Agreement.

Section 9.17. Term. The Term of this Agreement commences on the Effective Date and continues until December 31, 2031, unless sooner terminated by either Party in accordance with the terms of this Agreement, provided that any obligation of Developer to reimburse or repay the City for any obligation to the City otherwise arising under this Agreement shall survive the termination of this Agreement.

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Executed and effective as of the ____ day of _____, 2025.

DEVELOPER
The Owl Icehouse, LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

CITY
City of Garland, Texas
a home-rule municipality

By:_____
Jusdon Rex,
City Manager

Exhibit A
Property Legal Description

Being Lot 1, Block 1, of Jones Downtown Addition, an Addition to the City of Garland, Texas, according to the plat thereof recorded in County Clerk Instrument No. 201300301208, of the Official Public Records of Dallas County, Texas ("Property").

Exhibit B
Concept Plan

- The Owl Icehouse shall be developed within the city owned building located at 519 W. State Street.

- The current glass storefront of the building shall be removed and a new storefront shall be constructed at the first column line within the building to create an open patio adjacent to the existing City sidewalk. The open patio will be approximately 18 feet deep and will encompass approximately 1,600 square feet and will seat approximately 100 customers.

- Behind the open patio shall be the enclosed dining room, bar, a private dining area, an arcade area and a full-service kitchen that, combined, will encompass approximately 6,300 square feet and seat approximately 200 customers.

- The first floor shall include two staircases to the roof of the restaurant where, across the front of the building shall be located an approximate 3,000 square foot rooftop patio, to provide a clear line of sight for parents with children who may be playing on the playgrounds across the street.