

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF HORIZON CITY TYPE 4B ECONOMIC DEVELOPMENT CORPORATION, TEXAS NON-PROFIT CORPORATION, AND A TYPE B ECONOMIC DEVELOPMENT CORPORATION, AUTHORIZING AND APPROVING THE PERFORMANCE AGREEMENT WITH KENAZO PARTNERS, LLC, REGARDING THE CONSTRUCTION OF NEW OFFICE FACILITIES WITHIN HORIZON CITY, TEXAS; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Town of Horizon City Type 4B Economic Development Corporation, a Texas non-profit corporation, and a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code (hereinafter referred to as the “EDC”); and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children’s sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section”; and

WHEREAS, the EDC’s Board of Directors have determined the economic development assistance provided to Kenazo Partners, LLC, pursuant to the Performance Agreement attached hereto as Exhibit A, is consistent with and meets the definition of “project” as that term is defined in Sections 501.103, and 505.152 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TOWN OF HORIZON CITY TYPE 4B ECONOMIC DEVELOPMENT CORPORATION, AS FOLLOWS:

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the Town of Horizon City Type 4B Economic Development Corporation and are fully incorporated into the body of this Resolution.

Section 2. That the Board of Directors of the Town of Horizon City Type 4B Economic

Development Corporation find and determine that the project and the Performance Agreement, attached hereto as ***Exhibit A***, will promote new and expanded business development, and is otherwise consistent with Sections 501.103 and 505.158 of the Texas Local Government Code.

Section 3. That the Board of Directors of the Town of Horizon City Type 4B Economic Development Corporation do hereby approve the Performance Agreement, attached hereto as ***Exhibit A***, regarding Kenazo Partners, LLC's construction of new office facilities within Horizon City, Texas. Pursuant to the Agreement, Kenazo Partners, LLC will invest \$6.7 million dollars. In exchange, the EDC will provide incentives not to exceed \$40,000.00 to be paid over 4 years. In addition, the Board of Directors of the Town of Horizon City Type 4B Economic Development Corporation authorize the President to execute said Performance Agreement and this Resolution.

Section 4. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the Board of Directors of the Town of Horizon City Type 4B Economic Development Corporation, on this the _____ day of _____, 2025.

**TOWN OF HORIZON CITY TYPE 4B
ECONOMIC DEVELOPMENT
CORPORATION,**
A Texas non-profit corporation,

By: _____
Walter Miller, HEDC Board President

ATTEST:

By: _____
Veronica Rojas, HEDC Board Secretary

APPROVED AS TO FORM:

Jeff Moore, HEDC Attorney

APPROVED AS TO CONTENT:

Eduardo Garcia, Director

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERFORMANCE AGREEMENT

This Performance Agreement ("Agreement") is made on the ____ day of _____ 2025, ("Effective Date") between the **TOWN OF HORIZON CITY TYPE 4B ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation, and a Type B economic development corporation (the "HEDC"), and **KENAZO PARTNERS, LLC**, a Texas limited liability company authorized to conduct business in the State of Texas (the "Applicant").

RECITALS

WHEREAS, the Town of Horizon City Type 4B Economic Development Corporation is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended (the "EDC"); and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . ."; and

WHEREAS, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section"; and

WHEREAS, the Horizon Economic Development Corporation desires to provide incentives to the Applicant, pursuant to this Performance Agreement, for the purpose of promoting local economic development and stimulating business and expanding commercial activity in the Horizon City through the construction and operation of Applicant's 36,000 sq. ft. medical and retail office center located within the Horizon City limits;

WHEREAS, the Applicant desires to receive said incentives and agrees that the receipt is expressly contingent upon its compliance with the terms of the Agreement; and

WHEREAS, the EDC's Board of Directors have determined the financial assistance to be provided to Applicant is consistent and meets the definition of "project" as that term is defined in Sections 501.103 and 505.152 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Applicant agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the Town Council of the Town of Horizon City, Texas, to approve all programs and expenditures of the EDC, and accordingly this Agreement is not effective until Town Council has approved this project at a Town Council meeting called and held for that purpose

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the EDC and Applicant agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. "Agreement" means this Performance Agreement, together with all exhibits and schedules attached and incorporated herein by reference.
- B. "Applicant" means Kenazo Partners, LLC a Texas Limited Liability Corporation, authorized to do business in Texas.
- C. "Development" The word "Development" means Applicant's 36,000 sq. ft. medical and retail office center, located in Horizon City, Texas as more fully described on ***Exhibit A***, which is attached hereto and incorporated herein for all purposes.
- D. "EDC" means the Town of Horizon City Type 4B Economic Development Corporation is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code.
- E. "Effective Date" means the date the executive director of the EDC, or their designee, signs the Agreement.
- F. "Event of Default" shall have the meaning set forth in Section 6 hereof.

- G. "Event of Nonappropriation" means the failure of the EDC to appropriate for any Fiscal Year, sufficient funds to pay the Grant payment, or the reduction of any previously appropriated money below the amount necessary to permit the EDC to pay the Grant payments from lawfully available funds.
- H. "Grant" means each payment made by the EDC to the Applicant pursuant to the terms of this Agreement. The aggregate amount that the EDC will provide in Grants shall not exceed \$40,000.
- I. "Grant Submittal Package" means the documentation required to be supplied to EDC as a condition of receipt of any Grant, with such documentation more fully described in the Grant Submittal Package, which is attached as ***Exhibit B*** to this Agreement.
- J. "Minimum Appraisal Value" means the valuation of the Real and Personal Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the combined Minimum Appraisal Value is \$3,350,000.00. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.
- K. "Minimum Investment" means those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For the purposes of this Agreement, the Minimum Investment is Six Million Seven Hundred Thousand and No/100 Dollars (\$6,700,000.00).
- L. "Property" means the real and personal property located within the limits of the Town of Horizon City, El Paso County, Texas, and more specifically described in ***Exhibit A***.
- M. "Qualified Expenditures" means the monetary expenditures paid or caused to be paid by Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development, and which meet the definition of "project" as that term is defined in Sections 501.103 and 505.152 of the Act, and meet the definition of "cost" as that term is defined in Section 501.152 of the Act.
- N. "Development Grant" means an amount equal to \$10,000 per year, which shall be paid in 4 annual installments. The total amount of this grant is not to exceed \$40,000.

SECTION 3. TERM AND GRANT PERIOD.

- A. The Agreement shall commence on the Effective Date and shall terminate on the first to occur of: July 1, 2033; (ii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iii) termination by mutual consent of the parties in writing ("Term").

- B. Applicant's eligibility for Grant payments shall be limited to four (4) consecutive years within the Term of this Agreement (the "Grant Period"). The first year of the Grant Period shall be the first tax year after the issuance of the certificate of occupancy but not before 2029, for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.

SECTION 4. OBLIGATIONS OF APPLICANT.

A. DEVELOPMENT.

- (1) Applicant shall construct, at its sole cost and expense, the Development and shall expend a minimum of Six Million Seven Hundred Thousand and No/100 Dollars (\$6,700.000.00) in Qualified Expenditures to construct the Development.
- (2) Applicant shall obtain all building permits for the Development within twelve (12) months after the Effective Date.
- (3) Within thirty (36) months after the Effective Date, Applicant shall submit documentation to the EDC to verify the following:
 - i. The expenditure of a minimum of Six Million Seven Hundred Thousand and No/100 Dollars (\$6,700.000.00) in Qualified Expenditures; and
 - ii. That Applicant has received a Certificate of Occupancy for the Development.
- (4) Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
- (5) Job Fair Requirement. Applicants agree to coordinate with the development's future tenants and the Workforce Solutions Borderplex (WSB) to organize a Horizon City-based job fair upon the initiation of employee recruitment by future tenants of the development.
- (6) Applicant agrees to make best efforts to coordinate with the Development's future tenants and Workforce Solutions Borderplex to post job openings on the WSB website.
- (7) Applicant agrees to submit a site plan that substantially conforms to the renderings described and included in ***Exhibit A***.
- (8) Applicant agrees that during the Term of this Agreement, the Property shall be limited to those uses consistent with the Development.
- (9) Applicant shall demonstrate, before the receipts of any Grant payments, that Applicant has incurred no delinquency taxes by providing certified tax certificates for any parcel of property owned by Applicant in the Town of Horizon City.
- (10) Applicant agrees that during the Term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District of \$3,350,000.00 or less. The parties to this Agreement agree that the taxable value of the Development, after completion of all construction and improvements, will

have a Minimum Appraisal Value as defined in Section 2(J) above and thereafter as adjusted annually for normal depreciation during the term of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, not the values contained within, will be utilized to contest appraisal values or in the calculation of the market value of the Development.

- (11) Applicant, during normal business hours, at its principal place of business in Horizon City, and with two weeks written notice, shall allow the EDC or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit, if so requested by the EDC. The confidentiality of such records will be maintained in accordance with all applicable laws.
- (12) Applicant shall provide all required invoices and other required documentation to EDC electronically at the following address:
egarcia@horizonedc.com

B. GRANT SUBMITTAL PACKAGE.

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

- (1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in Exhibit B, together with the requisite documentation. The Applicant shall submit to the EDC the initial Grant Submittal Package no later **July 1, 2029**, or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package be submitted on or within 30 business days after July 1st of each year. A failure by the Applicant to submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.
- (2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the EDC documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The EDC will provide to the Applicant a written explanation for any Minimum Investment that the EDC determines cannot be verified. The Applicant may submit additional documentation to the EDC in order to obtain verification.
- (3) The EDC's determination of the amount of the Grant payment due to the Applicant is final.

SECTION 5. OBLIGATIONS OF THE EDC.

During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement the EDC agrees as follows:

- A. The EDC agrees to provide a grant of not to exceed **Ten Thousand and No/100 Dollars (\$10,000.00)** per year, accordance with the terms and provisions of this Agreement.
- B. Payments shall be made by the EDC within 90 days of receipt of a complete Grant Submittal package provided that the EDC is able to verify compliance with the terms of this Agreement within 60 days of receipt. Failure to provide adequate information to evidence compliance with the Applicant's obligations and may result in the termination of the Agreement by the EDC as set forth in Section 6 below.

SECTION 6. EVENTS OF DEFAULT.

Each of the following Paragraphs A through D shall constitute an Event of Default.

- A. Failure to Operate and Maintain Development and Job Fair Requirement. Applicant's failure or refusal to operate the Development and organize a Horizon City-based job fair, pursuant to this Agreement through the Grant Period, and Applicant's failure or refusal to cure within sixty (60) days after written notice from the EDC describing such failure, shall be deemed an event of default. If such failure cannot be cured within such sixty (60) day period in the exercise of all due diligence, but the Applicant has commenced such cure within such sixty (60) day period and continue to thereafter diligently prosecute the cure of such failure¹ such actions or omissions shall not be deemed an event of default, provided the cure is ultimately cured within one hundred and twenty (120) days of the original notice by EDC.
- B. False Statements. Any representation or statement made or furnished to the EDC by Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and Applicant fails to provide written notice to the EDC of the false or misleading nature of such representation or statement within 60 days after Applicant learns of its false or misleading nature.
- C. Insolvency. Applicant files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Applicant and the Applicant is thereafter adjudicated bankruptcy, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant. The dissolution or termination of Applicant's existence as a going business or concern, Applicant's insolvency, appointment of receiver for any part of Applicant's portion of the Property, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant shall all be deemed events of default. However, in the case of -involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no event of default shall be deemed to have occurred.

- D. **Property Taxes.** In the event Applicant allows any personal or real property taxes owed to the EDC to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 60 days after written notice thereof from the EDC and/or El Paso Central Appraisal District, such actions or omissions shall be deemed an event of default. Subject to the restrictions noted herein, Applicant shall have the right to contest the appraised value of the Development.
- E. **Notice and Opportunity to Cure.** If an Event of Default occurs, the EDC will provide Applicant with written notice of the default and Applicant shall have 60 days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the EDC's sole discretion for a reasonable time. The EDC, in its sole discretion, shall determine what constitutes "a reasonable time" and what constitutes "a diligent effort" for purposes of this provision. If the EDC agrees to extend the Cure Period past the 60 days, the EDC shall notify the Applicant, in writing, of the expiration date of the extended cure period.
- F. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as herein provided, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the EDC by written notice to the Applicant at which time the EDC's obligations hereunder will end and the EDC may exercise any other right or remedy available at law or in equity, including initiation of litigation to recapture grant funds to Applicant received during the term of the Agreement and before the respective Event(s) of Default that resulted in the termination of the Agreement. The obligation to pay the EDC the recaptured amounts shall survive the termination of the Agreement.
- G. **Liability.** To the extent allowable by Texas Law; in no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental or consequential damages. In no event shall the liability of either party exceed the value of Grant Payments issued hereunder and the attorney's fees and costs of collection incurred in recapturing Property Tax Rebate paid to the Applicant prior to the Event of Default and termination of this Agreement.

SECTION 7. RECAPTURE.

Should the Applicant default under Section 6 of this Agreement and provided that the cure period for such default has expired, all Grants previously provided by the EDC pursuant to this Agreement shall be recaptured and repaid by Applicant within 60 days from the date of such termination.

In the event Applicant fails to repay the EDC the total of all Grants paid by the EDC pursuant to the Agreement within 60 days of the termination of the Agreement because of an Event of Default, the EDC will be entitled to collect reasonable attorney's fees and costs of litigation incurred in connection with the collection the recaptured Grant Funds.

SECTION 8. TERMINATION OF AGREEMENT BY EDC WITHOUT DEFAULT.

The EDC may terminate this Agreement without an event of default and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that a Performance Agreement such as this Agreement is an unconstitutional debt.

SECTION 9. GENERAL PROVISIONS

- A. **AMENDMENTS.** 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 all parties.
- B. **ASSIGNMENT OF APPLICANT'S RIGHTS.** Applicant understands and agrees that the EDC expressly prohibits Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant proceeds without the EDC's prior written consent. Any such attempt to sell, transfer, assign or convey without the EDC's prior written consent is void and may result in the immediate termination of this Agreement, with no ability for the Applicant to cure.
- C. **APPLICANT'S SALE OR TRANSFER OF THE DEVELOPMENT.** Prior to any sale or other transfer of ownership rights in the Development, Applicant shall notify the EDC in writing of such sale or transfer 30 business days before the effective date of such sale or transfer.
- D. **AUTHORITY TO BIND.** The individual executing this Agreement on Applicant's behalf represents and warrants that he or she has the power and authority to bind Applicant to the terms and obligations of this Agreement.
- E. **BINDING OBLIGATION.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. EDC warrants and represents that the individual executing this Agreement on behalf of EDC has full authority to execute this Agreement and bind EDC to the same. The individual executing this Agreement on Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.
- F. **COMPLETION OF DEVELOPMENT.** As consideration for the agreements of the EDC as contained herein, Applicant agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development in accordance with all applicable federal, state and local laws and regulations.
- G. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.

- H. **EMPLOYMENT OF UNDOCUMENTED WORKERS.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(t), Applicant shall repay the amount of the Grant payments received by Applicant from the EDC as of the date of such violation not later than one hundred twenty (120) days after the date Applicant is notified by EDC of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to EDC. EDC may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.
- I. **NO JOINT VENTURE.** The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The EDC, its past, present and future officers, elected officials, employees and agents of the EDC, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- J. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- K. **TIME IS OF THE ESSENCE.** The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "business days" means Monday through Friday excluding Town of Horizon City holidays and "calendar days" means Monday through Sunday excluding Town of Horizon City holidays.
- L. **EXECUTION OF AGREEMENT.** The HEDC's Executive Director has received authority to execute this Agreement on behalf of the EDC from the EDC's Board of Directors through approval of a resolution.
- M. **NOTICES.** The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

(1) To the EDC:

Town of Horizon City Type 4B
Economic Development Corporation

Attn: Executive Director
1525 Oxbow Road
Horizon City, Texas 79928

(2) With a Copy to the Town of Horizon City

Attn: Mayor
14999 Darrington Road
Horizon City, Texas 79928

(3) To the Applicant:

Kenazo Partners, LLC
2121 N. St. Vrain
El Paso, Texas 79902
Attn: Dr. Robert Moreno

Applicant shall provide all required invoices and other required documentation to EDC electronically at the following address: egarcia@horizonedc.com

- N. CONFIDENTIALITY. The Applicant acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act or TPIA). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act). The confidentiality of such records, employment records, and any other records related to the EDC's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. Specifically, and in accordance with TPIA the EDC will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Applicant as a basis for nondisclosure.
- O. GOVERNING LAW. This Agreement is governed by Texas law.
- P. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- Q. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement. 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.

- R. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- S. GOVERNMENTAL FUNCTIONS. The parties agree that the EDC is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the EDC is entering into this Agreement as a non-profit entity performing economic development governmental function.
- T. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- U. AUDITING RECORDS FOR THE SPECIFIC PROJECT. The Applicant will allow the EDC to inspect and copy all records pertaining to the Development of this Agreement.
- V. FORCE MAJEURE. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by reason of war, civil commotion, acts of God, severe weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was reasonably delayed. The party wishing to avail themselves of this provision must provide timely notice to the other party, with timely notice being within one hundred and eighty (180) days of the force majeure event.
- W. SUCCESSORS AND ASSIGNS. This Agreement is binding on the EDC and the Applicant, and the Applicant's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- X. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.
- Y. PROVISIONS SURVIVING THIS AGREEMENT, Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement. The obligation to repay the EDC the total amount of Grant Payments made during the term of the Agreement in the event of termination due to an Event of Default shall survive the termination of the Agreement.
- Z. REPRESENTATIONS AND WARRANTIES. The Applicant warrants to the EDC that the Applicant has all required licenses, permits, and expertise to perform its obligations pursuant to this Agreement. The person executing this Agreement on behalf of both parties

AA. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

BB. ORDINANCE APPLICABILITY. The signatories hereto shall be subject to all ordinances of the EDC, whether now existing or in the future arising; provided, however, no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Development unless specifically enumerated herein.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the Effective Date below.

(Signatures continue on next page)

EDC:

**TOWN OF HORIZON CITY TYPE 4B
ECONOMIC DEVELOPMENT
CORPORATION**

A Texas non-profit corporation,

By: _____
Walter Miller, HEDC Board President

ATTEST:

By: _____
Veronica Rojas, HEDC Administrative Assistant

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
Jeff Moore, HEDC Attorney

By: _____
Eduardo Garcia, HEDC Executive Director

(Signatures Continued on Next Page)

APPLICANT:

KENAZO PARTNERS, LLC,
A Texas limited liability company,

By: _____

Print Name

Title

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, _____ of Kenazo Partners, LLC, a Texas limited liability company, on behalf of said Texas company.

Notary Public, State of Texas.
My Commission Expires: _____

EXHIBIT A

Development

Project Kenazo Partners LLC is a property development firm interested in constructing a 36,000 sq. ft. office park to lease and sell to a variety of users, with a minimum of 51% of medical-related users. As part of this development, the builder will be required to invest a minimum of \$6,700,000 to construct the facility in a manner that significantly matches the renderings shown below.



EXHIBIT A (continued)

Location and Legal Description

The facility will be constructed in what is currently three (3) separate parcels of land, all located within Horizon City, Texas, to be combined into one parcel for construction.

Legal Description:

Parcel 1 - PID: 206646

78 TSP 3 SEC 31 T & P SURV (2.9686 AC)

Parcel 2 – PID : 603425

78 TSP 3 SEC 31 T & P SURV (1.9686 AC)

Parcel 3 – PID : 93726

78 TSP 3 SEC 31 T & P SURV (1.9686 AC)

EXHIBIT B

Grant Submittal Package Form

Kenazo Partners, LLC believes that it has substantially met its obligations under the Performance Agreement dated the day of _____. Pursuant to the Agreement, Applicant submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted.

1. [INITIAL GRANT SUBMITTAL ONLY] Copies of all applicable approvals and permits;
2. [INITIAL GRANT SUBMITTAL ONLY] Documentation to evidence the amount of development fees paid as a result of the Development;
3. [INITIAL GRANT SUBMITTAL ONLY] Documentation to evidence minimum expenditures to date and not previously verified;
4. [INITIAL GRANT SUBMITTAL ONLY] Certificate of Occupancy;
5. Property Tax Payment Receipt(s) showing proof of payment for tax year _____;
6. Proof of Horizon City Job Fair event.

It is understood by Applicant that the Horizon Economic Development Corporation has up to ninety (90) days to process this request and reserves the right to deny the Grant claim if the terms of the Agreement have not been complied with.

Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, as _____ of Kenazo Partners, LLC.

Notary Public, State of Texas

My Commission Expires: _____