

INTERIM SERVICES AGREEMENT

THIS INTERIM SERVICES AGREEMENT (the "Agreement") is entered into by and among Stonehenge Holdings, LLC, a Texas limited liability company (hereinafter referred to as the "Consultant"), and Fort Bend County, effective as of the date signed by the last party hereto. For purposes of this Agreement, the Consultant and the County are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

W I T N E S S E T H:

WHEREAS, the County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code;

WHEREAS, the County desires to operate a convention center ("EPICENTER") to be developed on property located in the vicinity of the Fort Bend County Fairgrounds;

WHEREAS, the County selected the Consultant to perform certain pre-development activities to determine the feasibility of the entering into a Lease Agreement with an Option to Purchase finance, develop and construct the EPICENTER ("Lease Agreement"); and

WHEREAS, the County and the Consultant now desire to memorialize certain preliminary terms and conditions regarding the EPICENTER Project before the County publishes a Request for Proposals to enter the Lease Agreement.

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

1. Pre-Development Activities. The County desires for construction of the EPICENTER to be substantially completed by July 1, 2022, with the final date of completion to be determined and set forth in the Lease Agreement, and the Consultant agrees to undertake to perform pre-development services pursuant to this Agreement in order to allow for the substantial completion of the EPICENTER Project by the date stated in the Lease Agreement.
 - A. Such schedule requires that the following pre-development activities (collectively, the "Pre-Development Activities") be performed by the Consultant and/or certain third parties engaged by the Consultant:
 - (i) Visits to the Site and attendance at meetings with representatives of the County;
 - (ii) In consultation with the County, the selection of design, engineering, construction and other professionals and consultants necessary for the planning, design, engineering, development, construction and financing of the EPICENTER Project and entering into contracts with any such professionals

and consultants for the performance of such planning, design, engineering, development, construction or financing services;

- (iii) Detailed assessment of the Site, including feasibility study, market evaluation, title review, boundary/topographical surveys, soil borings and geotechnical testing, landscape drawings, water analysis, civil engineering analysis and/or environmental site assessment;
 - (iv) In consultation with the County, further refinement of the design and/or construction plans (the "Plans") based upon any budget constraints and/or site constraints;
 - (v) Preparation of the final and complete Plans (including final and complete specifications) for the EPICENTER Project;
 - (vi) In consultation with the County, preparation of a detailed development schedule;
 - (vii) Ongoing construction pricing based upon actual site conditions, refined plans, and the development schedule for the EPICENTER Project;
 - (viii) In consultation with the County, further assessment of the transaction structure and the related financing alternatives available for the EPICENTER Project;
 - (ix) Pro forma analysis, related to the development, construction, financing and operation of the EPICENTER Project;
 - (x) Obtaining all necessary governmental approvals and permits for the development and construction of the EPICENTER Project;
 - (xi) The preparation of a final development budget for the EPICENTER Project; and
 - (xii) Assisting the County in (a) satisfying the requirements of any proposed financing, (b) negotiating the terms of the financing documents, and (C) closing the financing.
- B. The Consultant shall keep the County informed as to progress of all Pre-Development Activities. Consultant will provide the County with reports on a monthly basis (or more frequently as determined by Consultant) setting forth the Pre-Development Reimbursables incurred by Consultant in the prior reporting period. The Consultant and the County agree to reasonably and timely cooperate with one another in good faith in connection with the EPICENTER Project, the performance of the Pre-Development Activities and the granting of any required approvals in connection therewith.
- C. The County acknowledges its approval of the Conceptual Designs for the EPICENTER. Following preparation of the Conceptual Designs for the EPICENTER, the Consultant will submit same to the County for approval.
2. Work Product. The Plans, professional third party reports commissioned by the Consultant (such as environmental, geotechnical, survey and market study), and other work products prepared by or on behalf of the Consultant (such as budgets, *proformas* and market studies) in

connection with the Pre-Development Activities (collectively, the "Work Product") is the property of the Consultant or third parties engaged by the Consultant.

- A. Such Work Product shall remain property of the Consultant or third parties engaged by the Consultant until and unless either:
 - (i) The Work Product is expressly assigned by the Consultant to the County; or
 - (ii) In the event that this Agreement is ever terminated, the Consultant receives reimbursement for all Pre-Development Reimbursables, at which time the Consultant shall deliver to the County all originals of written documents or electronic information in the Consultant's possession constituting the Work Product (other than any such information which is proprietary to the Consultant or its affiliates) and assign to the County without recourse all of the Consultant's right, title and interest in and to such Work Product.
- B. Neither the County nor any affiliate thereof shall utilize the Plans for the EPICENTER Project, or any part thereof, without the Consultant's involvement within one (1) year after the date of termination of this Agreement, unless:
 - (i) The County has reimbursed the Consultant for all Pre-Development Reimbursables (hereinafter defined); and
 - (ii) The EPICENTER Project is financed, owned, and operated directly by the County or an affiliate thereof.

3. Reimbursable Expenditures. The Parties agree that the Pre-Development Activities shall be performed directly by the Consultant or by third parties engaged by the Consultant. All actual third-party costs and expenses (including without limitation travel, meals and lodging) paid or incurred by the Consultant or third parties engaged by the Consultant in connection with the Pre-Development Activities (collectively, the "Pre-Development Reimbursables") shall be initially funded by the Consultant.

- A. In the event that the County enters into the Lease Agreement and the Consultant or an affiliate of Consultant is engaged as the developer or general contractor for the EPICENTER Project, the Pre-Development Reimbursables shall be reimbursed to the Consultant from financing proceeds at or immediately after the closing of the construction financing related to the EPICENTER Project. Reimbursement terms shall include the following: The Consultant shall be reimbursed an amount equal to one hundred percent (100%) of the total Pre-Development Reimbursables theretofore paid or incurred by the Consultant and approved by the County up to a maximum of \$300,000.00 (the "Reimbursement Cap"). Upon mutual agreement, the County and Consultant may agree to adjust the Reimbursement Cap.
- B. If (i) the County terminates or abandons the EPICENTER Project; or (ii) the County has not entered into a Lease Agreement for the EPICENTER Project through which Consultant is engaged as the developer or general contractor by the date that is six (6) months after the Effective Date, whichever occurs first, then the County will reimburse the Consultant for the total Pre-Development Reimbursables (but in no event in excess

of the Reimbursement Cap), such reimbursement to be paid within thirty (30) days after the occurrence of the earlier of the conditions in part (i) or (ii) of this Section 3.B.

4. Modifications and Waivers.

- A. The Parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the Parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

5. Term. This Agreement shall remain in full force and effect until the earlier of (a) mutual execution by the Parties of the Lease Agreement that includes provisions pertaining to the Pre-Development Reimbursables that expressly supersede this Agreement, or (b) termination of this Agreement by either Party pursuant to Section 6 (Termination) hereof. Upon termination of this Agreement, all obligations and liabilities of the Parties by reason of this Agreement shall cease, except that any obligations or liabilities under Sections 2 (Work Product), 3 (Reimbursement), 8 (Indemnity) and 11 (Representations and Warranties) hereof shall survive any termination or expiration of this Agreement.

6. Termination. The Consultant or the County may terminate this Agreement by written notice thereof to the other Party at any time, with or without cause.

7. Insurance.

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - (i) Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (ii) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

- (iii) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - (iv) Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - (v) Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.
 - B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
 - C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.
- 8. **INDEMNITY. THE CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.**
- 9. Independent Contractor.
 - A. In the performance of work or services hereunder, Consultant shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Consultant or, where permitted, of its subcontractors.
 - B. Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
- 10. Assignment. The Consultant may assign this Agreement to an affiliate of the Consultant. This Agreement may not otherwise be assigned by the Consultant or the County without the written consent of the other Party.

11. Representations and Warranties.

- A. The Consultant hereby represents and warrants as follows:
- (i) The Consultant has all requisite power and authority to enter into this Agreement and consummate the transaction herein contemplated, and by proper action has duly authorized the execution and delivery of this Agreement and the consummation of the transaction herein contemplated and no permission, approval or consent by third parties or governmental authorities is required in order for the Consultant to enter into and consummate this Agreement;
 - (ii) This Agreement is a valid obligation of the Consultant and is binding upon and enforceable against the Consultant in accordance with its terms; and
 - (iii) The consummation by the Consultant of the transaction contemplated hereby does not, and will not, constitute a violation of any order, rule or regulation of any court or of any federal or state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over the Consultant.
- B. The County hereby represents and warrants to the Consultant as follows:
- (i) The County has all requisite power and authority to enter into this Agreement and consummate the transaction herein contemplated, and by proper action has duly authorized the execution and delivery of this Agreement and the consummation of the transaction herein contemplated and no permission, approval or consent by third parties or governmental authorities is required in order for the County to enter into and consummate this Agreement;
 - (ii) This Agreement is a valid obligation of the County and is binding upon and enforceable against the County in accordance with its terms; and
 - (iii) The consummation by the of the transaction contemplated hereby does not, and will not, constitute a violation of any order, rule or regulation of any court or of any federal or state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over the County.

12. Miscellaneous.

- A. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. This Agreement shall be binding upon and shall inure to the benefit of the County and the Consultant and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The Parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity
- B. Any notice, request or other communication given or made hereunder ("Notice") shall be in writing and sent by any of the Parties or their respective attorneys by any of the following means: (i) by registered or certified mail, return receipt requested, postage

prepaid, (ii) by personal delivery, (iii) by recognized overnight delivery service or (iv) by facsimile and/or Portable Document Format (pdf) email transmission. Any such Notice shall be addressed to the other Party at the addresses, email addresses or facsimile numbers set forth below, or to such other address or addresses, email address or facsimile number or numbers for each Party as each Party shall hereafter designate by Notice given to the other Parties pursuant to this Section 9(B):

To Consultant:

Stonehenge Holdings, LLC
1600 Highway 6 South, Suite 245 Sugar Land, Texas 77478
Attn: Kevin Matocha
Telephone: 713-491-4840
Facsimile: _____
Email:
kevin@stonehengeco.net

With a Copy to:

Jeb Brown
Attorney at Law
3100 Edloe Street Suite 220
Houston, TX 77027
Telephone: 713-439-1988
Facsimile: 832-460-3263
Email: jeb@jebbrownlaw.com

To The County:

Fort Bend County
401 Jackson St., Richmond, TX 77469
Attn: County Judge
Telephone: 281-341-8608
Facsimile: 281-341-8609
Email: FBC.Judge@fortbendcountytexas.gov

With a Copy to:

Fort Bend County Attorney
401 Jackson St., Richmond, TX 77469
Attn: Roy Cordes
Telephone: 281-341-4555
Facsimile: 281-341-4557
Email: roy.cordes@fortbendcountytexas.gov

Any Notice given or made by any of the means provided in this Section 12(b) shall be deemed given as follows: (i) if by registered or certified mail, the third business day following the date of mailing, (ii) if by personal delivery, the date delivered, (iii) if by

recognized overnight delivery service, the business day after deposit for overnight delivery with such recognized overnight delivery service and (iv) if by facsimile or email, on receipt by the sending Party of electronic confirmation of receipt.

- C. If any action at law or in equity shall be brought to recover any payment under this Agreement, or for or on account of any breach of, or to enforce and interpret any of the covenants, terms or conditions of this Agreement, the prevailing Party shall be entitled to recover from the other Party a reasonable attorneys' fee, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered; provided, that the County's obligation to pay attorneys' fees may be limited by the Constitution and laws of the State of Texas.
- D. The language in all parts of this Agreement shall in all cases be construed as a whole and simply according to its fair meaning and not strictly for nor against any of the Parties, and the construction of this Agreement and any of its various provisions shall be unaffected by any claims, whether or not justified, that it has been prepared, wholly or in substantial part, by or on behalf of any of the Parties. The Parties do not intend to become, and nothing contained in this Agreement shall be interpreted to deem that the County and the Consultant are, partners or joint venturers in any way or that the Consultant is an agent or representative of the County for any purpose or in any manner whatsoever. A male or female person may be referred to in this Agreement by a neuter or masculine pronoun. The singular includes the plural, and the plural includes the singular. A provision of the Agreement which prohibits a Party from performing an action shall be construed so as to prohibit the Party from performing the action or from permitting others to perform the action. Except to the extent, if any, to which this Agreement specifies otherwise, each Party shall be deemed to be required to perform its obligations under this Agreement at its own expense, and each Party shall be permitted to exercise its rights and privileges only at its own expense. "Including" means "including but not limited to." "Include" means "include but not limited to." "Any" means "any and all." Except to the extent context requires otherwise, "may" means "may but shall not be obligated to." "At any time" means "at any time and from time to time." An expense incurred on behalf of a Party shall be deemed to have been incurred by the Party. An obligation performed on a Party's behalf and pursuant to its request or consent shall be deemed to have been performed by the Party. If a Party is required not to unreasonably withhold consent or approval, the Party shall also be required not to unreasonably delay consent or approval.
- E. In the event there is a conflict between this Agreement and any previous proposal, understanding or representation, this Agreement controls.
- F. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
- G. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

- H. This Agreement does not confer any enforceable rights or remedies upon any person other than the Parties.
- I. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Consultant verifies that if Consultant employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.
- J. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
- K. BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement, either individually or by an authorized representative, effective as of the day and year first set forth above.

DEVELOPER:

STONEHENGE HOLDINGS, LLC

By: *[Signature]*

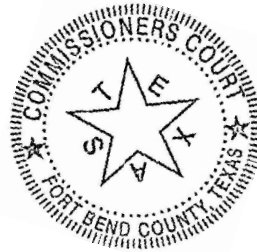
Name: *Kevin Matucha*

Title: *President*

Date: *6/23/2020*

FORT BEND COUNTY

By: *[Signature]*
County Judge KP George
KP George, County Judge



ATTEST:

By: *[Signature]*
Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$300,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

[Signature]
Robert Ed Sturdivant, County Auditor

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2020-634802

Date Filed:
 06/22/2020

Date Acknowledged:
 06/24/2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Stonehenge Holdings LLC
 Sugar Land, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 Interim Services Agreement
 Interim Services Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Matocha, Kevin	Sugar Land, TX United States	X	
	Schatte, Andrew	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)