

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement ("Agreement") is made and entered into by and between the City of Corpus Christi, Texas ("City") and Kinney Hotel Partners LTD, a Texas limited partnership ("Owner"), the owner of taxable property in the City of Corpus Christi, Texas, located on 318 Born Street, Corpus Christi, Nueces County, Texas ("Property").

I. AUTHORIZATION

This Agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code, Chapter 312, as amended ("Act"), and is subject to the laws of the State of Texas and the charter, ordinances, and orders of the City.

The Guidelines and Criteria for Granting Tax Abatement ("Guidelines and Criteria") adopted by the City are incorporated as a part of this Agreement. Except as the Guidelines and Criteria are specifically modified by this Agreement as allowed by Section 312.002(d) (1) of the Act, all definitions in the Guidelines and Criteria are applicable to this Agreement.

The Property is within an enterprise zone designated pursuant to Chapter 2303 of the Texas Government Code.

II. DEFINITIONS

A. As used in this Agreement, the following terms have the following meanings:

1. "Abatement" means the temporary or partial exemption from ad valorem taxes of certain added value to real and personal property in a zone designated for economic development purposes under the Act

3. "Base Year Value" means the assessed value of the Improvements on the Property as certified by the Nueces County Appraisal District as of the January 1 preceding the execution of this Agreement, plus the agreed upon value of Improvements made after January 1, but before the execution of this Agreement.

4. "Construction Phase" means the period during which a material and substantial improvement of the Property occurs which represents a separate and distinct construction operation undertaken for the purpose of erecting the Improvements.

(a) The Construction Phase ends upon the earliest to occur of the following events:

(1) When a certificate of occupancy is issued for the project (if within City limits).

(2) When commercial production of a product or provision of a service is achieved at the facility.

(3) When the architect or engineer supervising construction issues a certificate of substantial completion, or some similar instrument.

(4) Two (2) years after the date of this Agreement.

(b) The determination of the end of the Construction Phase is made by the City, in its sole and absolute discretion, based upon the above criteria and the other factors as the City may deem relevant.

(c) The determination of the end of the Construction Phase by the City is conclusive, and any judicial review of the determination is governed by the substantial evidence rule.

5. "Eligible Property" means the buildings, structures, site improvements, and that office space and certain personal property necessary to the operation and administration of the Facility to be constructed under this Agreement. A list of the Eligible Property is set forth in the Project Description, which is attached to this Agreement as Exhibit A and made a part of this Agreement. During the Construction Phase of the Eligible Property, the Owner may make the change orders to the Eligible Property as are reasonably necessary to accomplish its intended use, provided that no change order may be made which will change the qualification of the project as a "Facility" under the Guidelines and Criteria for Granting Tax Abatement approved by the City.

6. "Facility" means a Basic Manufacturing or Service Facility, Regional Distribution Center Facility, Regional Telecommunications/Data Processing Center Facility, Regional Visitor Amusement Facility, Enterprise Zone Facility, Downtown Revitalization Housing Facility, Petrochemical Facility, Convention Center Hotel, or Historically Significant Structure approved by the City as set forth in the Guidelines and Criteria for Granting Tax Abatement adopted by the City.

7. "Improvements" means the buildings, portions of buildings, and other improvements, including fixed machinery and equipment, used for commercial or industrial purposes on the Property.

8. "Ineligible Property" means land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; deferred maintenance investments; property to be rented or leased, except as provided in Section 2(e); any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the Facility; improvements to real property which have an economic life of less than 15 years; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated, or directed by a political subdivision of the State of Texas; unless any of the above types of property are specifically authorized by the City.

III. PROPERTY

A. The Property is an area within the City of Corpus Christi, Texas, located in whole or in part within the jurisdiction of the City, and is more fully described in Exhibit B, which is attached to this Agreement and made a part of this Agreement. The Property is located within a zone for tax abatement established under Chapter 312 of the Texas Tax Code, as amended, by the City of Corpus Christi, Texas.

B. The Nueces County Appraisal District has established the following values for the Property as of the January 1 valuation date prior to the date of execution of this Agreement.

Account No. 7831-0000-0010 (200014484)

Land \$427,138.00

C. The City and the Owner agree that the value of any additions to the Improvements made after January 1 or not otherwise reflected on the above valuation of Improvements is:

Additional Improvements: \$11,532.00

D. Addition of the above amount to the valuation of the Improvements as of the January 1 valuation date prior to the date of execution of this Agreement results in a Base Year Value as follows:

Base Year Value: \$438,670.00

IV. TERM OF ABATEMENT AND AGREEMENT

A. The City agrees to abate the ad valorem taxes on the Eligible Property under this Article and Articles V and VI of this Agreement. The Abatement is effective with the January 1 valuation date immediately following the date of execution of this Agreement. The Abatement continues for up to two (2) years during the period of the Construction Phase and for the next six (6) full tax years after the Construction Phase, expiring as of December 31 of the 2020 tax year. If the period of the Construction Phase exceeds two (2) years, the Facility is considered completed for purposes of Abatement, and in no case may the period of Abatement, inclusive of construction and completion exceed eight (8) tax years. The years of Abatement provided in this Agreement in each instance coincide with the tax year commencing on January 1 and expiring on December 31, and in no event may the Abatement extend beyond December 31 of the 2020 tax year. This Abatement also covers as Eligible Property those supplemental improvements to the Eligible Property that are added or constructed during the post-construction two (2) year period of Abatement. In no event, however, may the total Abatement period for the Eligible Property exceed the maximum six (6) year Abatement period for the entire project as specified in this Agreement.

B. The term of this Agreement continues for a period of five (5) years following expiration of the abatement period. All terms and conditions imposed upon the Owner continue in effect during the period, and the Owner is obligated specifically to continue the minimum employment levels specified in this Agreement. Any default is subject to the provisions of Article VIII of this Agreement.

V. TAXABILITY

During the period that the Abatement is effective, taxes are payable as follows:

1. The value of the land comprising the Property is fully taxable.
2. The Base Year Value of existing Improvements comprising the Property is fully taxable.
3. The value of Ineligible Property is fully taxable.

VI. AMOUNT OF ABATEMENT

A. The Abatement provided by this Agreement is based upon a New Facility located within the Downtown Reinvestment Zone. The percentage of tax abated is under the following schedule:

Percentage of Abatement

Construction Period (not to exceed 2 years)	100%
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	75%
Year 5	50%
Year 6	25%

B. At the time of execution of this Agreement, the Owner states to the City that the minimum investment comprising permanent Improvements upon completion of the Construction Phase is:

\$4,700,000 ("Minimum Investment"), of which \$4,700,000 is eligible for tax abatement.

C. The formula for calculating the additional tax is outlined as follows:

$$(\text{Tax Rate}) \times [(85\% \text{ of Minimum Investment} - \text{Actual Minimum Investment}) \times (100\% - \text{Abatement \%})] = \text{Additional Tax.}$$

VII. CONTEMPLATED IMPROVEMENTS

The contemplated improvements are set forth in the Project Description attached as Exhibit "A." During the Construction Phase, the Owner may make the change orders to the project that are reasonably necessary, provided that no change order may be made that will change the qualification of the project as a "Facility" under the Guidelines and Criteria for Granting Tax Abatement approved by the City. All improvements must be completed under all applicable laws, ordinances, rules or regulations. During the term of this Agreement, use of the Property is limited to operation of the Facility described in the Project Description consistent with the general purpose of encouraging development or redevelopment of the zone during the period of this Agreement.

VIII. EVENTS OF DEFAULT AND RECAPTURE

A. *Failure to Commence Operation During Term of Agreement.* In the event that the Facility is not completed and does not begin operation by the January 1 following the completion of construction, no abatement is given for that tax year, and the full amount of taxes assessed against the property is due and payable for that tax year. In the event that the Owner fails to begin operation by the next January 1, then this Abatement Agreement terminates and all

abated taxes during the period of construction are recaptured and must be paid within 60 days of the termination.

B. *Discontinuance of Operations During Term of Abatement.* In the event the Facility is completed and begins operation, but subsequently discontinues operations during the term of the Agreement after the completion of construction, for any reason except on a temporary basis due to fire, explosion, or other casualty, accident, or natural disaster, the Agreement may be terminated by the City, and all taxes previously abated by virtue of this Agreement are recaptured and must be paid within 60 days of the termination.

C. *Delinquent Taxes.* In the event that the Owner allows its ad valorem taxes to become delinquent or fails to timely and properly follow the legal procedures for their protest or contest, this Agreement terminates and the abatement of the taxes for the calendar year of the delinquency also terminates. The total taxes assessed without abatement for that calendar year must be paid within sixty (60) days from the date of termination. Penalty and interest do not begin to accrue on the additional amount of taxes due as the result of recapture under this provision until the first day of the month following the sixty (60) day notice, at which time penalty and interest accrues under the laws of the State of Texas. Penalty and interest on the amount of taxes originally levied based upon the Abatement begin to accrue as of the date the taxes were due under the laws of the State of Texas.

D. *Notice of Default.* Should the City determine that the Owner is in default under the terms and conditions of this Agreement, City must notify the Owner that if the default is not cured within sixty (60) days from the date of the notice ("Cure Period"), then this Agreement may be terminated. In the event the Owner fails to cure the default during the Cure Period, this Agreement may be terminated and the taxes abated by virtue of the Agreement will be recaptured and must be paid as provided in this Agreement.

E. *Actual Investment.* Should the Company not reach the investment as stated in Section 6. C., the difference between the tax abated on the minimum investment and the tax that should have been abated based upon the actual investment as determined by the City must be paid within 60 days of notification to the Owner of the determination. Penalty and interest do not begin to accrue upon the sum until the first day of the month following the sixty (60) day notice, at which time penalty and interest accrue under the laws of the State of Texas.

F. *Reduction in Rollback Tax Rate.*

1. If during any year of the period of Abatement any portion of the abated value is added to the current total value of the City, but is not treated as "new property value" (as defined in Section 26.012 (17) of the Texas Tax Code) for the purpose of establishing the "effective maintenance rate" in calculating the "rollback tax rate" under Section 26.04 (c) (2) of the Texas Tax Code and if the City's budget calculations indicate that a tax rate in excess of the "rollback tax rate" is required to fund the operations of the City for the succeeding year, then the City recaptures from the Owner a tax in an amount equal to the lesser of the following:

(a) The amount of the taxes abated for that year by the City with respect to the Property.

(b) The amount obtained by subtracting the rollback tax rate computed without the abated property value being treated as new property value from the rollback

tax rate computed with the abated property value being treated as new property value and multiplying the difference by the total assessed value of the City.

2. If the City has granted an abatement of taxes to more than one taxpayer, then the amount of the recapture calculated under subparagraph (b) above is prorated on the basis of the value of the abatement with respect to each taxpayer.

3. This event does not constitute a "default" under this Agreement, and the sixty (60) day Cure Period provided above does not apply. The recaptured taxes must be paid within thirty (30) days after notice of the rollback in tax rate has been given to the Owner. Penalty and interest do not begin to accrue upon the sum until the first day of the month following the thirty (30) day notice, at which time penalty and interest accrue under the laws of the State of Texas.

G. Continuation of Tax Lien.

1. The amount of tax abated each year under the terms of this Agreement is secured by a first and prior tax lien, which will continue in existence from year to year until the time as this Agreement between the City and Owner is fully performed by Owner, or until all taxes, whether assessed or recaptured, are paid in full.

H. City Council Reserves Right to Terminate or Modify Agreement. In the event of any default by Owner, the City Council reserves the right to terminate or modify this Agreement.

I. Owner's right to appeal.

1. Owner must be afforded written notice of the default and the opportunity to cure as provided above.

2. If Owner believes the action was improper, Owner may file an appeal in Nueces County district court within sixty (60) days after written notice of the action by the City.

3. Owner shall remit to the City, within the 60-day period, any additional or recaptured taxes levied under the payment provisions of Texas Tax Code § 42.08.

4. If the final determination of the appeal increases Owner's tax liability above the amount paid, Owner shall remit the additional tax under Tax Code § 42.42.

5. If the final determination of the appeal decreases Owner's tax liability, the City will refund the Owner the difference between the amount of tax paid and the amount of tax for which Owner is liable under Tax Code § 42.43.

IX. ADMINISTRATION

A. Inspections. The Owner shall allow employees and/or representatives of the City to have access to the Property during the term of this Agreement to inspect the Facility to determine compliance with the terms and conditions of this Agreement. All inspections will be made only after the giving of twenty-four (24) hours prior notice, and conducted in the manner as to not unreasonably interfere with the construction or operation of the Facility. All inspections must be made with one or more representatives of the Owner and under Owner's safety standards.

B. Appraisals.

1. The Chief Appraiser of the Nueces County Appraisal District annually determines:
 - (a) The taxable value of the real and personal property comprising the Property taking into consideration the Abatement provided by this Agreement.
 - (b) The full taxable value without Abatement of the real and personal property comprising the Property.
2. The Chief Appraiser records both the abated taxable value and the full taxable value in the appraisal records.
3. Each year the Owner shall furnish the Chief Appraiser with the information outlined in Chapter 22, Texas Tax Code, as amended, as may be necessary for the administration of the Agreement specified in this Agreement.

C. Annual Reports.

1. Owner shall certify to the governing body of the City on or before April 1 each year that the Owner is in compliance with each applicable term of this Agreement.
2. Additionally, during the initial four years of the term of property tax abatement, Owner shall provide to the City an annual report covering those items listed on Schedule I attached to this Agreement in order to document the efforts of the Owner to acquire goods and services on a local basis.
3. The annual report is prepared on a calendar year basis and is submitted to the City no later than ninety (90) days following the end of each the calendar year.
4. Submit to the Nueces County Appraisal District an Application for Property Tax Abatement Exemption (Texas Comptroller of Public Accounts Property Tax Form 50-116). A copy must be forwarded to the City.

D. Utilization of Local Contractors and Suppliers. Owner agrees to exercise reasonable efforts in utilizing local contractors and suppliers in the construction of the Project, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency in the normal course of business, with a goal of 50% of the total dollar amount of all construction contracts and supply agreements. For the purposes of this section, the term "local" as used to describe manufacturers, suppliers, contractors, and labor includes firms, businesses, and persons who reside in or maintain an office within a 50 mile radius of Nueces County. Owner agrees, during the construction of the Project and for four years after Completion, to maintain written records documenting the efforts of Owner to comply with the Local Requirement, and to provide an annual report to the City Manager or designee, from which the City Manager or designee shall determine if Owner is in compliance with this requirement. Failure to substantially comply with this requirement, in the sole determination of the City Manager or designee, shall be a default hereunder.

E. Utilization of Disadvantaged Business Enterprises ("DBE"). Owner agrees to exercise reasonable efforts in utilizing contractors and suppliers that are determined to be disadvantaged business enterprises, including minority business enterprises women-owned business

enterprises and historically-underutilized business enterprises. In order to qualify as a business enterprise under this provision, the firm must be certified by the City, the Regional Transportation Authority or another governmental entity in the jurisdiction of the home office of the business as complying with state or federal standards for qualification as such an enterprise. Owner agrees to a goal of 30% of the total dollar amount of all construction contracts and supply agreements being paid to disadvantaged business enterprises, with a priority made for disadvantaged business enterprises which are local. Owner agrees, during the construction of the Project and for four years after Completion, to maintain written records documenting the efforts of Owner to comply with the DBE Requirement, and to provide an annual report to the City Manager or designee, from which the City Manager or designee shall determine if Owner is in compliance with this requirement. Failure to substantially comply with this requirement, in the sole determination of the City Manager or designee, shall be a default hereunder. For the purposes of this section, the term "local" as used to describe contractors and suppliers that are determined to be disadvantaged business enterprises, including minority business enterprises women-owned business enterprises and historically-underutilized business enterprises includes firms, businesses, and persons who reside in or maintain an office within a 50 mile radius of Nueces County.

F. *Undocumented Workers.* Owner does not and agrees that it will not knowingly employ an undocumented worker. If, after receiving payments under this Agreement, Owner is convicted of a violation under §U.S.C. Section 1324a(f), Owner shall repay the payments at the rate and according to the terms as specified by City Ordinance, as amended, not later than the 120th day after the date Owner has been notified of the violation.

X. ASSIGNMENT

A. The Owner may assign this Agreement to any one or more corporation(s), 50% or more of the outstanding voting securities of which are owned, directly or indirectly, by one of the Owners, or any partnership(s) or limited partnership(s) in which an Owner, or a subsidiary of an Owner, is a general partner.

B. The Owner may assign this Agreement to any other new owner or lessee of the Facility with the prior written consent of the City, which consent may not be unreasonably withheld.

C. Any assignment must provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor and become the Owner upon the same terms and conditions as set out in this Agreement.

D. In the event more than one entity is Owner under this Agreement, the obligations of the entities are joint and several.

E. Any assignment of this Agreement is to an entity that must provide substantially the same improvements to the Property, except to the extent the improvements have been completed.

F. No assignment is approved if the Owner or any assignee is indebted to the City for ad valorem taxes or other obligations.

XI. NOTICES

A. Any notice required to be given under the provisions of this Agreement must be in writing and is duly served when deposited, with the proper postage prepaid, and registered or certified,

return receipt requested, with the United States Postal Service, addressed to the City or Owner at the addresses listed below.

B. If mailed, any notice or communication is deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices are delivered to the following addresses:

To the City: CITY OF CORPUS CHRISTI
 1201 Leopard Street
 P. O. Box 9277
 Corpus Christi, Texas 78469
 Attn: City Manager

To the Owner: KINNEY HOTEL PARTNERS LTD
 329 Peerman Place
 Corpus Christi, Texas 78411

C. Either party may designate a different address by giving the other party ten days written notice.

****Remainder of page left intentionally blank****

This Agreement has been executed by the parties in multiple originals or counterparts, each having full force and effect.

ATTEST:

CITY OF CORPUS CHRISTI, TEXAS

By: _____
Armando Chapa
City Secretary

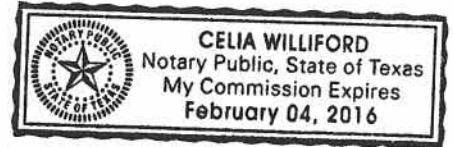
By: _____
Ronald L. Olson
City Manager

Executed the ____ day of _____, 2013.

OWNER: KINNEY HOTEL PARTNERS LTD

By: RJML
Rodney J. Martin, Manager of
Phase Two LLC, General Partner of Kinney Hotel Partners LTD

Executed this 31 day of May, 2013.



ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Nueces §

KNOW ALL BY THESE PRESENTS

This instrument was acknowledged before me on May 31, 2013, by Rodney J. Martin, Manager of Phase Two LLC, a Texas limited liability company, General Partner of Kinney Hotel Partners LTD, on behalf of the company.

Celia Williford
NOTARY PUBLIC, State of Texas

Exhibit A

Project Plan

The Kinney will be a high-end boutique hotel catering to business travelers as its primary target and vacationers as its secondary target. The property will consist of 54 rooms in three separate room classes and each will have a king-sized bed and luxury amenities. All rooms will face a lush courtyard surrounded on two sides by two three-story room wings, on the front end by a three-story guest services building, and on the back end by a single-story event space. The hotel will not operate a full-service restaurant or buffet operations but will instead opt for room-delivered meals from a limited, high-end menu of breakfast and appetizer options. It will also house a small bar area to serve guests and locals. The hotel will have a dedicated exercise area, several indoor and outdoor common areas, a conference room available for guests within the main guest services building, and a 4,300 square foot event space that may be utilized as one, two, or three separate spaces.

EXHIBIT B
Property Description

The Kinney will be located at SCHATZEL TRACT 1, an addition in the City of Corpus Christi, Nueces County, Texas, as shown by the map of the plat thereof recorded in Volume 34, Page 46, Map Records of Nueces County, Texas, to which reference is here made for all pertinent purposes.

Exhibit C

"Buy Local" Annual Reports

The following information is reported to the City on a calendar-year basis during the first four years of the tax abatement program:

1. Dollar amount spent for materials* (local).
2. Dollar amount spent for materials (total).
3. Dollar amount spent for labor** (local).
4. Dollar amount spent for labor** (total).
5. Number of jobs created in the construction project (local).
6. Number of jobs created in the construction project (total).
7. Number of jobs created on a permanent basis (local).
8. Number of jobs created on a permanent basis (total).

* "Materials" are defined to include all materials used in excavation, site improvement, demolition, concrete, structural steel, fire proofing, piping, electrical, instruments, paintings and scaffolding, insulation, temporary construction facilities, supplies, equipment rental in construction, small tools and consumables. This term does not include major items of machinery and equipment not readily-available locally.

** "Labor" is defined to include all labor in connection with the excavation, site improvement, demolition, concrete construction, structural steel, fire proofing, equipment placement, piping, electrical, instruments, painting and scaffolding, insulation, construction services, craft benefits, payroll burdens, and related labor expenses. This term does not include engineering services in connection with the project design.

The term "local" as used to describe manufacturers, suppliers, contractors, and labor includes firms, businesses, and persons who reside in or maintain an office within a 50 mile radius of Nueces County.



Application for Property Tax Abatement Exemption

Property Tax
Form 50-116

Appraisal District's Name

Phone (area code and number)

Address, City, State, ZIP Code

GENERAL INSTRUCTIONS: This application is for use in claiming property tax exemptions pursuant to Tax Code §1129. You must furnish all information and documentation required by the application.

APPLICATION DEADLINES: You must file the completed application with all required documentation between January 1 and no later than April 30 of the year for which you are requesting an exemption.

ANNUAL APPLICATION REQUIRED: You must apply for this exemption each year you claim entitlement to the exemption.

OTHER IMPORTANT INFORMATION

Pursuant to Tax Code §11.45, after considering this application and all relevant information, the chief appraiser may request additional information from you. You must provide the additional information within 90 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

STEP 1: State the Year for Which You are Seeking an Exemption

State the year for which you are seeking an exemption

STEP 2: Provide Name and Mailing Address of Property Owner and Identity of Person Preparing Application

Name of Property Owner

Mailing Address

City, State, ZIP Code

Phone (area code and number)

Property Owner is a(n) (check one):

Individual Partnership Corporation Other (specify): _____

Name of Person Preparing this Application

Title

Driver's License, Personal I.D. Certificate, or Social Security Number*

If this application is for an exemption from ad valorem taxation of property owned by a charitable organization with a federal tax identification number, that number may be provided here in lieu of a driver's license number, personal identification certificate number, or social security number:

* Unless the applicant is a charitable organization with a federal tax identification number, the applicant's driver's license number, personal identification certificate number, or social security account number is required. Pursuant to Tax Code Section 1149(a), a driver's license number, personal identification certificate number, or social security account number provided in an application for an exemption filed with a chief appraiser is confidential and not open to public inspection. The information may not be disclosed to anyone other than an employee of the appraisal office who appraises property, except as authorized by Tax Code Section 1149(b). If the applicant is a charitable organization with a federal tax identification number, the applicant may provide the organization's federal tax identification number in lieu of a driver's license number, personal identification certificate number, or social security account number.

STEP 3: Describe the Property for Which You are Seeking an Exemption

If you applied last year and nothing has changed, and/or your agreement(s) were not modified, skip to the renewal section.

Street Address, City, State, and ZIP Code

Legal Description (if known)

Appraisal District Account Number (if known)

The Property Tax Assistance Division at the Texas Comptroller of Public Accounts provides property tax information and resources for taxpayers, local taxing entities, appraisal districts and appraisal review boards.

For more information, visit our website:
www.window.state.tx.us/taxinfo/proptax
50-116 • 02-12/11