

RESOLUTION NO. R22-020

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF ADDISON AND CO-DEVELOPERS AMLI RESIDENTIAL AND STREAM REALTY ADOPTING A MASTER CONCEPT PLAN AND GENERAL DEVELOPMENT TERMS FOR THE ADDISON CIRCLE AREA TRANSIT ORIENTED MIXED-USE DEVELOPMENT PROJECT; PROVIDING FOR NEGOTIATION OF VARIOUS DEFINITIVE AGREEMENTS THAT WILL SET FORTH THE SPECIFIC OBLIGATIONS OF THE PARTIES WITH REGARD TO THE PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOREGOING MEMORANDUM OF UNDERSTANDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 2018 Special Area Study commissioned by the City Council envisioned the creation of a distinctive and creative regional destination linking the new DART Silver Line rail station with Addison Circle Park, combining a mix of non-residential and residential uses and urban densities appropriate for the location and compatible with Addison Circle and the surrounding area; and

WHEREAS, in 2020, the City Council engaged Cushman and Wakefield to assist the City in creating a master development concept for the Addison Circle area consistent with the vision set forth in 2018 Special Area Study; and

WHEREAS, in April 2021, the City Council issued a formal Request for Proposals (“RFP”) soliciting proposals from qualified developers that included a conceptual development plan for the project consistent with the City’s vision; and

WHEREAS, the City Council has, after careful consideration, determined that the proposal for the project submitted by co-developers AMLI Residential and Stream Realty provides a master concept plan that best represents the City’s vision for project, providing for a first-class mixed-use development to be constructed in three phases with a minimum investment of \$472,000,000; and

WHEREAS, the City Council therefore desires to authorize execution of a memorandum of understanding between the Town of Addison and co-developers AMLI Residential and Stream Realty setting forth the conceptual master development plan for the project and authorizing the City Manager to enter into exclusive negotiations with co-developers to finalize the definitive agreements setting forth the specific development terms for the project.

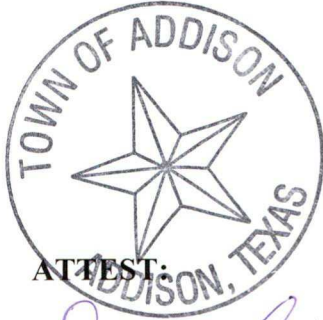
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. The City Council hereby approves the Memorandum of Understanding between the Town of Addison and Co-Developers AMLI Residential Partners, LLC and Stream Realty Acquisition, L.L.C. for the Addison Circle Area Transit Oriented Development Project (the “MOU”), a copy of which is attached to this Resolution as **Exhibit A**. The City Manager is hereby

authorized to execute the MOU.

SECTION 2. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 14th day of APRIL 2022.



TOWN OF ADDISON, TEXAS


Joe Chow, Mayor

ATTEST:


Irma G. Parker, City Secretary

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF ADDISON, AMLI RESIDENTIAL, AND
STREAM REALTY FOR THE ADDISON CIRCLE AREA
TRANSIT ORIENTED DEVELOPMENT PROJECT**

This Memorandum of Understanding (“MOU”) is effective as of April 12, 2022 (the “Effective Date”) between the Town of Addison, Texas (“City”), and AMLI Residential Partners, LLC (“AMLI”) and Stream Realty Acquisition, L.L.C. (“Stream”) as co-developers, collectively referred to herein as (“Co-Developers”) (each a “party” and collectively the “parties”), acting by and through their authorized representatives.

RECITALS

WHEREAS, the parties desire to enter into this MOU to engage in negotiations related to a proposed mixed-use development within the City that will create a first-class regional destination by extending Addison Circle to the new DART Silver Line rail station (the “Project”); and

WHEREAS, the purpose of this MOU is to set forth the general understanding of the parties with regard to the Project and the terms and conditions of the Definitive Agreements that will ultimately govern the development of the Project.

NOW, THEREFORE, in consideration of the expressions of intent and representations set forth herein, the parties agree as follows:

1. PROJECT DESCRIPTION

1.1. Master Concept Plan. The Project will be a transit-oriented (herein “TOD”), mixed-use development consisting of three (3) phases that will be developed in general conformance with the formal proposal submitted by Co-Developers, including all agreed amendments thereto (the “Proposal”), and the Master Concept Plan attached as Exhibit A to this MOU (the “Master Concept Plan”), subject to the terms, covenants, and conditions contained in the Definitive Agreements (defined herein). It is acknowledged and agreed by City and Co-Developers that the Master Concept Plan is conceptual in nature and subject to modification upon mutual agreement of the parties prior to execution of the Definitive Agreements.

1.2. Project Improvements. The completed Phase 1 of the Project will, at a minimum, include the following improvements: (i) Class A office building, (ii) Class A residential high-rise facilities, (iii) high-quality food and beverage facilities, (iv) outdoor park and open space activation features, (vii) upgraded hardscapes, landscapes and pedestrian areas, (viii) and other features customarily found in a first-class urban mixed-use development in general conformance with the Proposal in design and quality (subject to City staff review and the Definitive Agreements), as further described in Section 2 of this MOU. The completed Phases 2 & 3 of the Project will, at a minimum include the following improvements: (i) Class A office building, (ii) a DART transit station and associated parking, (iii) a boutique hotel, (iv) upgraded hardscapes, landscapes and pedestrian areas, (v) and other features customarily found in a first-class urban mixed-use development in general conformance with the Proposal in design and quality (subject to negotiation of deal terms between the Parties, City staff review and the Definitive Agreements), as further described in Section 2 of this MOU. The minimum required improvements described in this section are collectively referred to herein as the “Improvements”.

1.3. Project Administration. Co-Developers will be generally responsible for Project administration and agrees that it will finance, design, develop, construct and market the Project in

conformance with this MOU and the Definitive Agreements. Co-Developers will be required to consult with City regarding the administration of the Project in conformance with the terms of the Definitive Agreements.

1.4. Minimum Developer Investment; Incentives. The parties anticipate that the Project will be developed in three (3) phases with a total development cost of not less than \$472,000,000, including a minimum investment of \$344,000,000 by Co-Developers in phase 1 of the Project (inclusive of incentives), as more particularly described in Section 2 of this MOU. For all purposes of this MOU, the minimum investment amount includes hard construction costs as well as soft costs attributable to the Project (including design costs, development fees, feasibility studies, legal costs, permitting, contributions, incentives, operating deficit reserves, internal financing and fees). The parties acknowledge that maintaining the agreed minimum investment in the Project is essential to the successful development of the Project and shall be a condition precedent to City's obligation to provide the various public incentives set forth in this MOU. Co-Developers will therefore be required to certify the development costs for each component and phase of the Project. In the event Co-Developers' minimum investment is below the agreed minimum investment for any component of the Project, the City's incentives related to that component of the Project will be offset by an amount equal to the difference between the agreed minimum investment and the actual investment (e.g., the cap on permit fees and/or infrastructure costs may be increased in an equivalent amount).

1.5. Definitive Agreements. Promptly following the Effective Date of this MOU, the parties will negotiate in good faith mutually satisfactory Definitive Agreements and related documents with respect to the Project (the "Definitive Agreements"), which shall provide for construction of the Improvements and be phased in conformance with Section 2, below. The parties anticipate that the Definitive Agreements will include the following:

- (a) AMLI Tower Ground Lease
- (b) AMLI Podium Ground Lease
- (c) AMLI Retail Ground Lease
- (d) AMLI Multifamily Incentive Agreement with Addison
- (e) Stream Purchase and Sale Agreement
- (f) Stream Office lease with Addison
- (g) Stream Parking Lease with Addison
- (h) Stream Incentive Agreement with Addison
- (i) Retail Incentive Agreement with Addison
- (j) AMLI and Stream form of Guarantee
- (k) POA and CCR for Phase 1
- (l) Addison Blanket License Agreement
- (m) Phase 1 Concept Plan (SD level of drawings and exhibits)
- (n) Rezoning Approval, Final Replat and other Entitlements

2. PROJECT PHASES; SCOPE AND ECONOMICS

2.1 Phase 1 Scope:

- (a) *Minimum Investment.* Co-Developers will invest a minimum of \$344,000,000 in connection with the Improvements for phase 1 of the Project.
- (b) *Platting; Governing Property Agreements.* The parties anticipate that each component of the development will be platted as a separate lot to accommodate future disposition of the various components. The parties (together with DART) will agree to amenable CC&Rs

allowing for a cohesive class-A TOD mixed-use development that provides superior connectivity, security, and maintenance obligations commensurate to other high-quality, similar TOD developments in DFW. The parties will also create a property owner's association (POA) to maintain the open/shared space in the development, which the parties anticipate will outline Addison's obligations for the maintenance, security, public events (festivals), and daily programming of Addison Circle Park.

- (c) *City License Agreement.* City will provide a blanket license agreement in the park/open space area and along Festival Way and Quorum to activate the retail connection and programming in Addison Circle Park.
- (d) *Office.* Stream will construct an office building with ground level retail and 625 stall public parking garage ("Stream Phase 1"), further described as follows:

Land Area:	2.3 acres
Net Rentable Area:	150,000 sf of office; 9,000 of retail
Parking Garage:	625 stall parking garage owned by Stream and subject to a parking agreement with City, which shall include such terms as necessary to comply with the City's public financing requirements. The final number of spaces will be subject to the parking study described in Section 2.2(a)(2), below; and City and Stream will share proportionately in any savings that result from a reduction in the final number of parking stalls.
Other:	The project shall be built substantially as shown in the Proposal in design and quality, subject to City staff review and the Definitive Agreements; Stream may utilize a condominium structure to allow for the parceling of specific units within a platted lot (i.e., office, shared parking, retail components, etc.)

- (e) *Multifamily/Retail/Entertainment.* AMLI will construct multifamily building with ground level retail and stand-alone retail/entertainment parcel, i.e., "The HUB" ("AMLI Phase 1"), further described as follows:

AMLI Phase 1 Land Details:

The AMLI Phase 1 will be constructed upon the three parcels of real property generally described below and depicted on the Master Site Plan attached hereto as Exhibit A (to be more particularly defined in the Definitive Agreements). AMLI will be responsible for all required survey and platting required for the below properties.

<u>Parcel</u>	<u>Description</u>	<u>Anticipated Use</u>
Lot 1:	Approximately 3.31 acres	13-story residential tower with 10,000 sf of ground level retail
Lot 2:	Approximately 5 acres	7-story residential podium project with 5,000 sf of ground level retail

Lot 3: Approximately 1.5 acres Stand-alone retail/entertainment operation (“The HUB” or similar operator)

AMLI Phase 1 Multifamily Building Details:

Number of Buildings: 2 residential structures consisting of:

- 13-story tower with 250 units and (275,000 NRSF), 10,000 sf of ground level retail and 400 parking spaces
- 7-story podium building with 450 units (385,000 NRSF), 5,000 sf of retail on the ground level, and 675 parking spaces

Number of Units: Minimum 700 residential units (660,000 NRSF) & 1,075 parking spaces in two structures

Net Rentable Area: 15,000 sf of retail below residential; 43,000 sf of retail for retail/entertainment (e.g., “the HUB”)

Parking Garage: 2-separate parking garages for each residential building for residences, to include +/- 60 public parking spaces to support the ground level retail and guest parking

Other: The project shall be built substantially as shown in the Master Concept Plan and in general conformance with Proposal in design and quality, subject to City staff review and the Definitive Agreements.

2.2 Phase 1 Economics

(a) *Stream Phase 1 Economics (Office)*. The parties agree to the following general economic terms for the Stream Phase 1, which shall be defined in further detail in the Definitive Agreements:

- (1) City will contribute 2.3 acres of land for the office building and parking garage at market value, estimated at \$2,000,000 (\$19.96 per sq. ft.).
- (2) Stream will commission a parking study at its sole cost and expense to ensure the proper amount of parking for the Stream Phase 1 development (not to exceed \$25,000.00).
- (3) City and Stream will enter into a perpetual parking agreement whereby public parking is available for the retail tenants during the day and the entire Addison Circle development on nights and weekends and for special events. The anticipate that retail parking access may require validation and that the terms of the public parking

agreement will be further defined in the Definitive Agreements, which shall be in conformance with the City's public financing requirements.

- (4) City will commit to a 5-year lease for 60,000 square feet of space (40% of the building) at \$34.50 per sq. ft. gross (\$2,070,000 per year). During the term of the lease, the City will have an option to lease all or a portion of City's leased space at \$34 per sq. ft. plus triple net and will include a tenant allowance in the amount of \$65 per sq. ft. ("Optional Permanent Lease"). The term of the Optional Permanent Lease shall be for a minimum of seven (7) years. If City elects to enter into the Optional Permanent Lease, City will be entitled to a credit for all lease payments paid by City under the original 5-year lease for the portion of the leased space to be occupied by City.
- (5) City's lease obligations will be reduced on a 50/50 basis until City's lease obligation is removed entirely. For purposes example only, if Stream leases 20,000 square feet to a 3rd party tenant, City's lease obligation will be reduced by 10,000 square feet and will continue to have a lease obligation of 50,000 square feet. Once Stream has executed leases for 120,000 square feet, City's lease obligations will be removed entirely. As a material inducement for the City's lease obligation incentive, Stream, as developer, agrees that it will use its best efforts to market and lease (including pre-leasing during construction) the Stream Phase 1 office to prospective tenants. Stream further acknowledges that it is the intent of the parties to limit competing projects in the area and agrees that it will not build a competitive project within a 1.5 mile radius of the Project until such time as the City's lease obligation has been removed entirely, by way of lease up or terminated by mutual agreement between both parties. The parties do not intend to limit Stream's third-party service business from leasing or managing speculative new-build office buildings nor exclude Stream from developments where Stream has no financial investment (i.e., fee developments). The foregoing will be fully documented in the Definitive Agreements.
- (6) The cost of the parking garage is estimated at \$15,600,000 (\$25,000 per stall) and will provide substantial architectural screening elements on the sides facing Addison Road, Addison Circle Park and the office building.
- (7) City will contribute \$6,000,000 toward the parking garage structure to be paid following completion of construction of the office building and parking garage (to be further defined in the Definitive Agreements). The parties acknowledge that City intends to issue tax-exempt debt to fund a portion of this commitment and, to legally qualify as tax exempt debt, the funds are required to be used for public infrastructure; meaning the parking garage will need to be available for public use in the manner required by the terms of such financing.
- (8) Stream will provide payment and completion guarantees from a reputable entity (ies) approved by City, which may be in the form of an irrevocable letter of credit, or equivalent guarantee (to be further defined in the Definitive Agreements), with such guarantees to be released when final certificate of occupancy is issued. The guarantees will be a material provision of Stream's obligations under the Definitive Agreements and will apply to Stream's phase 1 office and parking facilities.
- (9) City agrees that its permit fees will be capped at \$150,000 and Stream's obligation for offsite infrastructure costs will not exceed \$500,000.

- (10) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.
- (b) *AMLI Phase 1 Economics for Multifamily with Ground Level Retail.* The parties agree to the following general economic terms for the multifamily and retail components of the AMLI Phase 1, which shall be defined in further detail in the Definitive Agreements:
- (1) Ground Lease: AMLI will enter into a 99-year ground lease with City for approximately 10 acres of land that includes the general terms and conditions set forth in this Section 2.2(b).
 - (2) Deposit and Pre-Paid Ground Rent: AMLI will pay to City \$2,000,000 in pre-paid rent for the three (3) AMLI Phase 1 properties in a single, one-time payment made pursuant to the negotiated terms of the respective ground leases for the properties.
 - (3) Ground Rent: The initial ground rent will be \$500,000 which will be adjusted annually by CPI, with a maximum annual increase of no greater than 3.0% on a non-cumulative basis. The ground rent will be reset 10 years after the rent commencement date, with subsequent resets every 15th year thereafter. The ground rent at each reset shall be calculated as 4.0% of the land value. The fair market value (FMV) of the improvements and land will be determined at that time pursuant to an agreed-upon appraisal method to be further defined in the Definitive Agreements. The land value will not exceed 6.0% of the total FMV of the improvements and land. For example, if the FMV of the land and improvements is \$300MM x 6.0% = \$18MM land value x 4.0% = \$720,000.
 - (4) Rent Commencement Date: The earlier of 48 months from commencement of construction of AMLI Phase 1 or 30 days after the final certificate of occupancy is issued for the last apartment unit.
 - (5) Other AMLI Phase 1 Terms:
 - (i) In order to consistently maintain a Class A mixed-use TOD project to City's standards throughout the term of the ground lease, AMLI (or future tenant) may be required to make capital improvements from time to time. After the first ground rent reset, AMLI will have the right, with City's approval, not to be unreasonably withheld, to offset the cost of certain capital improvements in excess of \$1 million (as adjusted for inflation) against the annual ground lease rent once every 10 years. The amount of offset shall not exceed the ground rent in the year the capital improvement project is undertaken. The offset assumes AMLI (or future tenant) has spent the first \$1 million and will be paid on any amounts above the first \$1 million. Details of allowable capital improvement projects to be further defined in the ground lease.
 - (ii) If City elects to offer its fee interest in the residential or retail parcel for sale, then AMLI will have the right of first refusal (ROFR) to purchase the fee

simple interest in such parcels at the determined fair market value (FMV) to be further defined in the Definitive Agreements.

- (iii) AMLI will be prohibited from transferring its interest in the ground lease for a period of 10 years after the ground lease commencement date without City's approval unless to a qualified owner, such as an institutional owner having similar experience managing over 1 million square feet of similar "Class A" TOD, mixed-use developments or ownership of over \$500 million of "Class A" multifamily properties (to be further defined in the ground lease).
- (iv) The timelines and deadlines in the ground leases and other Definitive Agreements shall be subject to change based on events of force majeure and other unforeseen circumstances outside of AMLI's reasonable control which affect construction progress (to be defined in the Definitive Agreements).
- (v) AMLI will be responsible for having a Master Streetscape Development Plan ("Streetscape Plan") prepared for the retail, park, and streetscape plan in the surrounding areas from the North Dallas Tollway to Addison Road and from Addison Circle to Beltline Road. The goal of this Streetscape Plan would be to enhance and promote the retail and transit experience to "Complete the Circle." This will include but is not limited to tree relocation along Festival Way, burying power lines along +/- 150' of Quorum Drive, and the realignment of Spectrum Road. Other potential improvements to be addressed in the Streetscape Plan are enhanced paving, planting, improved lighting, signage, and wayfinding to attract more patrons to the circle.
- (vi) The respective obligations of Addison and AMLI will be documented in a separate Master Streetscape Agreement based on the Streetscape Plan. AMLI's contribution to infrastructure costs contemplated by the Master Street Scape Plan will not exceed \$1 million. Addison will pay all costs in excess of \$1 million, as well as pay any multifamily permit costs over \$250,000. If Spectrum Road is unable to be re-aligned, the parties agree to discuss alternative design options that will maintain the quality and overall vision for the affected components of the Project. The parties may further agree to equitably share in the additional costs or savings associated with the alternative design.
- (vii) AMLI will provide payment and completion guarantees from a reputable entity (ies) approved by City, which may be in the form of an irrevocable letter of credit, or equivalent guarantee (to be further defined in the Definitive Agreements), with such guarantees to be released when final certificate of occupancy is issued. The guarantees will be a material provision of AMLI's obligations under the Definitive Agreements and will apply to AMLI phase 1 facilities.
- (viii) There will be no construction or permanent debt placed on the residential property of any kind through final certificate of occupancy. All residential construction and development costs will be financed using equity provided by AMLI on the residential development.

- (ix) Within twelve (12) months after issuance of building permits, AMLI will donate \$200,000 to the Addison Arbor Foundation to fund public art in the right of way and public spaces within the development (to be further defined in the Definitive Agreements).
- (x) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

(c) *AMLI Phase 1 Economics for Other Retail and Entertainment, i.e., "The HUB":*

- (1) Lot 3 of AMLI Phase I (approximately 1.5 acres) will be subject to a ground lease on substantially the same terms as the ground leases for Lots 1 and 2 of AMLI Phase 1; provided, that the parties anticipate that the retail area will be sub-leased to a retail and entertainment developer or operator mutually agreed upon by the parties.
- (2) City will reimburse up to \$1.5 million for public infrastructure costs associated with phase 1 of the Project (on terms to be further defined in the Definitive Agreements).
- (3) As authorized under Chapter 380 of the Texas Local Government Code, the City will provide a sales tax rebate structured as a sales tax sharing agreement that will be subject to a maximum rebate of \$1.5 million and a maximum term of 10-years (whichever happens first). The sales taxes generated by the development above an agreed baseline will be shared at 75% for AMLI and 25% for the Town and paid out based on actual tax receipts, per the Definitive Agreements.
- (4) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

2.3 Phase 2 Scope:

- (a) *Minimum Investment.* Co-Developers will invest a minimum of \$104,200,000 in connection with the Improvements for phase 2 of the Project.
- (b) *Stream Phase 2 (Office).* Stream will construct an office building with ground level retail and a public parking garage ("Stream Phase 2"), further described as follows:

Land Area:	3.966 acres
Net Rentable Area:	150,000 sf of office; 4,000 sf of DART Station Improvements
Parking Garage:	850 stall public parking garage
Other:	The project shall be built substantially as shown in the Proposal in design and quality,

subject to City staff review and the Definitive Agreements.

2.4 Phase 2 Economics:

- (a) *Phase 2 Economics.* The parties agree that the following general economic terms shall apply to phase 2 of the Project, which shall be defined in further detail in the Definitive Agreements:
- (1) Stream will sub-lease from City as defined in the DART Interlocal Agreement.
 - (2) All ground lease rent will be abated until one year after substantial completion of the Stream Phase 2 office tower.
 - (3) City incentives (if any) for Stream Phase 2 will be negotiated based on current market dynamics and required timeframe to develop the asset. In addition, the projects will be heavily coordinated with City and DART to ensure the proper level of service and amenities are provided.
 - (4) The costs of the additional 300 parking spaces required in the garage for Phase 2 and any other DART specific requirements will be addressed in the Definitive Agreements.
 - (5) The parties anticipate construction of a ground enclosed DART Station (not just a platform) that will be in conformance with the quality and vision of the other Project elements. Stream commits to funding a portion of the development costs consistent with its submitted proposal, which provides for Stream committing \$160,000 based upon a construction cost of \$1,600,000 (to be further defined in the Definitive Agreements). The station will replace the existing DART platform and provide service for all DART riders (subject to DART's approval).
 - (6) DART, City and Stream will enter into a perpetual parking agreement whereby public parking is available for DART and retail patrons during the day and the entire Addison Circle development on nights and weekends and for special events, subject to the final interlocal agreement with DART and as subject to the terms of the Definitive Agreements.
 - (7) Stream will provide payment and completion guarantees from a reputable entity (ies) approved by City, which may be in the form of an irrevocable letter of credit, or equivalent guarantee (to be further defined in the Definitive Agreements), with such guarantees to be released when final certificate of occupancy is issued. The guarantees will be a material provision of Stream's obligations under the Definitive Agreements and will apply to Stream's phase 2 office and parking facilities.
 - (8) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

2.5 Phase 3 Scope:

- (a) *Minimum Investment.* Co-Developers will invest a minimum of \$23,500,000 in connection with the Improvements for phase 3 of the Project.
- (b) *Scope.* The Definitive Agreements shall include the following general terms and conditions with regard to the scope for phase 3 of the Project:

<u>Boutique Hotel:</u>	
Land Area:	1.156 acres
Number of Rooms:	120
Other:	The project shall be built substantially as shown in the Proposal in design and quality, subject to City staff review and the Definitive Agreements.

2.6 Phase 3 Economics:

- (a) *Phase 3 Economics.* The parties agree that the following general economic terms shall apply to phase 3 of the Project, which shall be defined in further detail in the Definitive Agreements:
 - (1) Stream will sub-lease from City as defined in the DART Interlocal Agreement.
 - (2) City incentives (if any) for this phase will be negotiated based on current market dynamics and required timeframe to develop the asset. In addition, the projects will be heavily coordinated with City and DART to ensure the proper level of service and amenities are provided.
 - (3) Stream will provide payment and completion guarantees from a reputable entity (ies) approved by City, which may be in the form of an irrevocable letter of credit, or equivalent guarantee (to be further defined in the Definitive Agreements), with such guarantees to be released when final certificate of occupancy is issued. The guarantees will be a material provision of Stream's obligations under the Definitive Agreements and will apply to phase 3 hotel and related development.
 - (4) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

3. PROJECT SCHEDULE; DUE DILIGENCE PERIOD

3.1. Project Schedule. The parties acknowledge that time is of the essence with regard to the Project and agree that each will use its best efforts to proceed in conformance with the proposed Project schedule set forth below:

PHASE 1	Date of Completion
Execute Definitive Agreements Zoning & Entitlement Approval by CC	September 2022
Building Permits Issued	June 2023
AMLI construction start on tower/HUB	July 2023
Stream construction start on office/parking	October 2023
AMLI construction start on podium	March 2024
Office/parking final CO issued	October 2025
AMLI tower final CO issued	October 2025
AMLI podium final CO issued	December 2026

PHASES 2 & 3	Date of Completion
Stream construction start on office/parking	TBD*
Stream construction start on hotel	TBD
Office/parking final CO issued	TBD
Hotel final CO issued	TBD

**The parties acknowledge that a required date of completion will be established for Phase 2 as soon as practicable and will be subject, in part, to the interlocal agreement between DART and City.*

3.2. Modification of Project Schedule. The dates for completion identified in the Project schedule set forth in Section 3.1, above, may not be modified or extended, except by mutual written agreement of the parties. Notwithstanding the foregoing, a party shall be entitled to an extension when the party unable to comply with the Project schedule as a direct result of an event of Force Majeure. As used in this section, the term “Force Majeure” shall mean that the party is prevented or delayed in performing in compliance with the Project schedule, in whole or in part, to such an extent that the party would not be able to meet a required date of completion therein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the party’s control and not attributable to its malfeasance, neglect or nonfeasance. The party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (a) how and why their performance was so prevented, (b) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (iii) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this MOU as soon as reasonably practicable.

3.3. Due Diligence Period. The Due Diligence Period will commence on the Effective Date and expire on the earlier of (i) December 15, 2022, or (ii) the date upon which the parties have mutually executed all Definitive Agreements required for the Project. The parties will conduct all due diligence with respect to the Project as the parties may deem necessary or appropriate, and the parties shall fully cooperate with each other in this regard. Each party shall be solely responsible for its own costs in connection with the due diligence required for the Project, except as otherwise mutually agreed by the parties. The Due Diligence Period may be extended by mutual written agreement of the parties.

3.4. Exclusivity. During the Due Diligence Period City will negotiate exclusively with Co-Developers in good faith to execute the Definitive Agreements for the Project, and will not engage, negotiate with, solicit or accept proposals from any party other than Co-Developers for the Project.

3.5. Project Feasibility Assessments. Co-Developers agree that each will promptly, and without undue delay, conduct the feasibility assessments described below during the Due Diligence Period:

- (a) Property Inspections. All property due diligence (title examination, surveys, environmental site assessments, soil conditions tests and other physical inspections and similar items) relating to the feasibility of the development of the Project;
- (b) Zoning and Entitlements. All required zoning and real property entitlements necessary to develop the Project in conformance with the terms of this MOU and the Definitive Agreements; and
- (c) Financial Due Diligence. All financial due diligence reasonably necessary to ensure Co-Developers will be able to secure firm commitments from all lenders, investors, and/or other financing sources related to the design, development, construction, and administration of the Project as contemplated by the parties.

Co-Developers agree that each will engage any consultants and/or other third-parties necessary to complete the above-referenced feasibility assessments within 60 days following the Effective Date.

4. MISCELLANEOUS

4.1. Mutual Cooperation; Site Access. The parties agree to work together at all times in good faith, meet regularly, and keep each other informed as to activities of the other, and maintain at all times a formal representative who shall serve as a point of contact for communications related to this MOU. City will furnish such rights-of-access to the Project site as reasonably necessary for the parties to conduct their respective due diligence obligations under this MOU.

4.2. Costs and Expenses. Each party shall be responsible for all costs and expenses associated with the preparation and adoption of this MOU, the preparation and adoption of the Definitive Agreements, and future actions related thereto.

4.3. Certification of No Conflicts. Co-Developers hereby warrant to City that each has made full disclosure in writing of any existing or potential conflicts of interest related to its participation in the Project as contemplated in this MOU. In the event that any conflicts of interest arise after the Effective Date of this MOU, Co-Developers hereby agree to immediately disclose the same to City.

4.4. Public Information Act. Co-Developers acknowledge that this MOU, and all documents provided to City in connection with the Project are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any

confidential or proprietary information received by City in connection with the same unless a party has previously notified City in writing that it considers the information to be confidential or proprietary trade secrets and has clearly marked all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to City (including City's officers, officials, employees, consultants, attorneys and/or other authorized representatives). In the event City delivers to Co-Developers information that it has expressly marked "Confidential" or has notified Co-Developers is confidential or is the proprietary information of a third-party, Co-Developers agree neither shall disclose to anyone directly or indirectly during the term of this MOU or at any time thereafter, any such information, nor shall either use any such information for any purpose other than in connection with the Project contemplated in this MOU.

4.5. Governing Law. This MOU shall be construed and governed by the laws of the State of Texas; and venue for any action concerning this MOU shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

4.6. Exhibits. The exhibits to this MOU are incorporated herein.

4.7. Amendment. This MOU may only be amended by mutual written agreement executed by all parties.

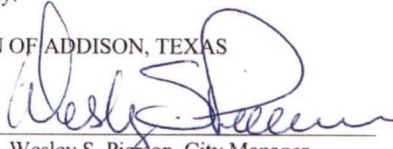
4.8. Counterparts. This MOU may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY –
SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:

TOWN OF ADDISON, TEXAS

By: 
Wesley S. Pierson, City Manager

Date: 4/13/2022

RESOLUTION NO. R22-020

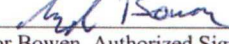
April 12, 2022

NOTICE ADDRESS:

Town of Addison
Attn: Wesley S. Pierson, City Manager
5300 Belt Line Rd.
Addison, Texas 75254
E: wperson@addisontx.gov

For Co-Developer AMLI:

AMLI RESIDENTIAL PARTNERS, LLC
a Delaware limited liability company

By: 
Taylor Bowen, Authorized Signatory

Date: 4-12-22

NOTICE ADDRESS:

AMLI Residential Partners, LLC
5057 Keller Springs Road, Suite 250
Addison, TX 75001
Attn: Taylor Bowen and Joe Bruce
E: TBowen@amli.com and JBruce@amli.com

For Co-Developer Stream:

STREAM REALTY ACQUISITION, L.L.C.
a Texas limited liability company

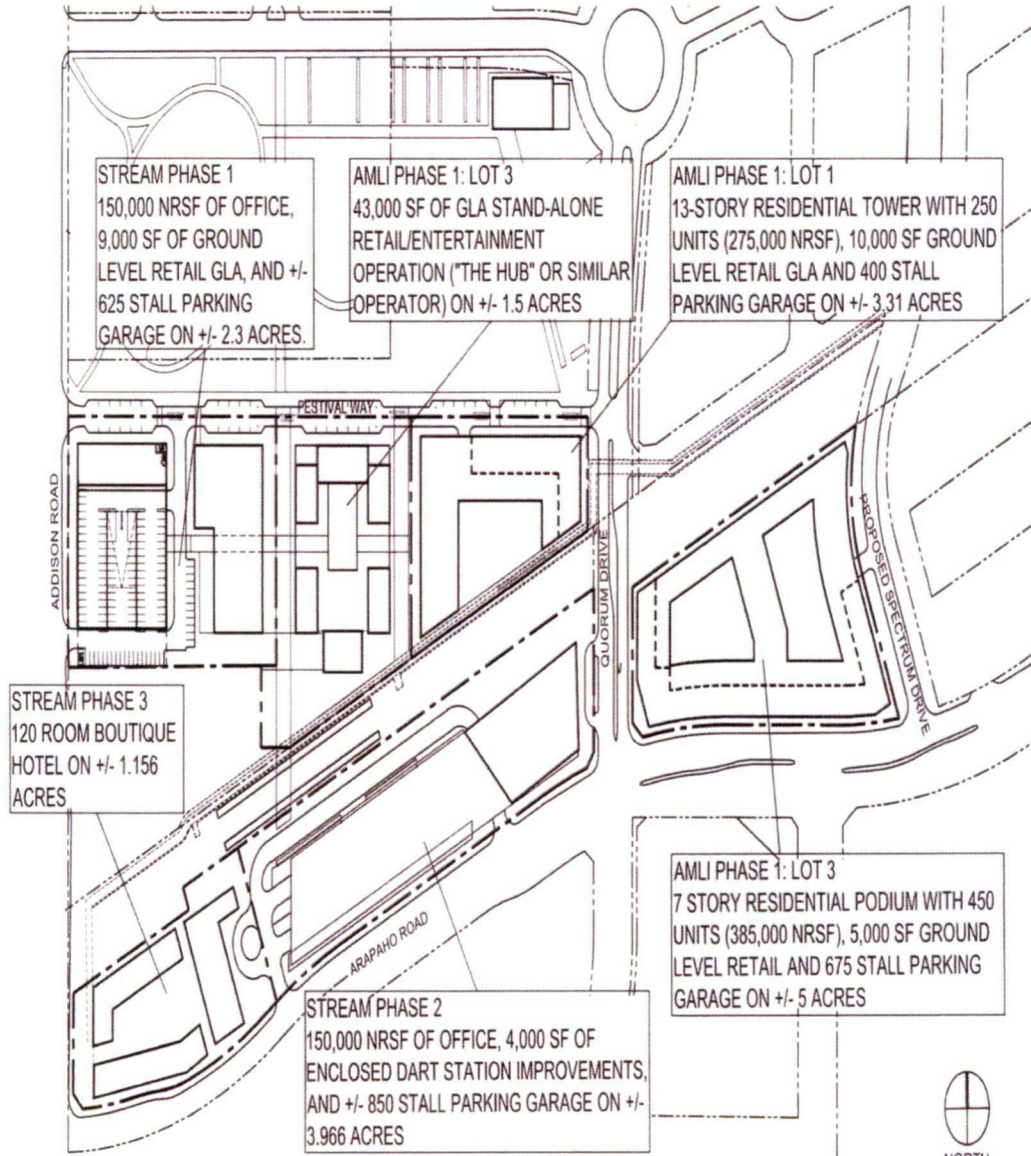
By: 
Ramsey March, Managing Director / *Authorized Signatory*

Date: 4/12/2022

NOTICE ADDRESS:

Stream Realty Acquisition, L.L.C.
2001 Ross Avenue, Suite 400
Dallas, Texas 75201
Attn: Ramsey March
E: rmarch@streamrealty.com

EXHIBIT A
Master Site Plan



NOTE: THIS PLAN IS FOR PRELIMINARY PLANNING PURPOSES ONLY. ALL DIMENSIONS AND PROPERTY LINES ARE ESTIMATES AND DO NOT REFLECT ANY SURVEY. PLAN MAY NOT MEET ALL CITY REQUIREMENTS.

Addison Circle
AMLI

ADDISON, TX

SCALE: 1" = 200' 0" JOB No. 202162 DATE: 04.06.22

SP-34
O'BRIEN