

THREE PARTY AGREEMENT

This Three Party Agreement is entered into among Mansfield Economic Development Corporation, a Texas non-profit corporation, hereinafter called "MEDC" or "Owner", United Properties Southwest, LLC, a Texas limited liability company, hereinafter called "Developer" or "UPS", and Pacheco Koch Consulting Engineers, LLC, a Texas limited liability company, hereinafter called "Engineer" to be effective as of February __, 2018 ("Effective Date"). MEDC, Developer and Engineer are individually referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

A. MEDC is the owner of that certain tract of land located in the City of Mansfield ("City"), Johnson County, Texas, more particularly described on Exhibit A, attached hereto and made of a part hereof for all purposes (the "Land"), to be developed as an industrial office-warehouse park to be known as Mansfield International Business Park (the "Project").

B. Developer and MEDC contemplate entering into a Development Services Agreement (herein so called) relating to the Project.

C. Pursuant to a separate written agreement between Developer and Engineer, Engineer has agreed to provide engineering design and consulting services (collectively, the "Services") which include the preparation of construction design plans and specifications for infrastructure improvements for the Park (the "Plans").

D. Engineer, Developer and MEDC desire to enter into this Agreement to agree and confirm the standard of care to be exercised by Engineer in connection with performing the Services, insurance coverage to be provided by Engineer and other matters as set forth below.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows.

1. Recitals. The above Recitals are incorporated in and made a part of this Agreement for all purposes as if fully set forth herein.

2. Standard of Care. Subject to execution and delivery of the Development Services Agreement by Developer and MEDC, Engineer agrees to perform the Services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances.

3. Ownership and Use of Instruments of Service.

(a) The Plans, including specifications, are Instruments of Service and Engineer shall be deemed the author and owner thereof, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Engineer.

(b) Upon execution of this Agreement, Engineer grants to Developer and/or MEDC a nonexclusive license to use the Engineer's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The foregoing license permits

Developer and/or MEDC to authorize a contractor, subcontractors, sub-subcontractors, and material or equipment suppliers, as well as Developer's or MEDC's consultants, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

(c) If MEDC uses the Instruments of Service without retaining Engineer, MEDC shall be deemed to have released Engineer from all claims and causes of action arising from such uses.

4. Compliance with Law. The Plans shall comply, to the best of the knowledge, information and belief of Engineer, with all known applicable local, state and federal laws and with all known applicable rules and regulations promulgated by all local, state and national boards, bureaus and agencies. Approval by MEDC shall not constitute or be deemed to be a release of the responsibility and liability of Engineer, its officers, agents, employees and subcontractors for the accuracy and competency of the services performed hereunder, including but not limited to designs, working drawings and specifications or their engineering documents. Such approval shall not be deemed to be an assumption of such responsibility and liability by MEDC for any error, omission, defect or negligence in the performance of such services, it being the intent of the parties that approval by MEDC signifies MEDC's approval of only the general design concept of the improvements to be constructed.

5. Insurance. Engineer agrees to purchase and keep the insurance in force described on Annex 1 attached hereto and made a part hereof for all purposes.

6. Miscellaneous.

(a) Governing Law/Venue. This Agreement shall be governed by and construed under the laws of the State of Texas without regard to any conflicts of law principles. Venue for any legal action brought to interpret or enforce this Agreement shall lie in a Tarrant County district court.

(b) Entire Agreement. This Agreement, and any exhibit attached hereto, constitutes the entire agreement of the parties hereto and supersedes any prior written or oral agreements of the parties regarding the subject-matter of this Agreement.

(c) Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held to be illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions of this Agreement shall continue in full force and effect.

(d) Amendment. This Agreement may not be amended except by a written document signed by all parties to this Agreement.

(e) No Waiver of Right to Enforce. If a party fails to insist on strict performance of any provision of this Agreement, such failure shall not be deemed a waiver by such party of its right to insist on strict performance of such provision in the future or strict performance of any other provision of this Agreement.

(f) No Third Party Beneficiaries. This Agreement shall inure to the benefit of and may only be enforced by the parties to this Agreement and their permitted successors and assigns. Except as may be specifically stated and identified in this Agreement, there are no third party beneficiaries of this Agreement.

(g) Notices. Any notice or other communication required by this Agreement to be given, provided, or delivered to a party shall be in writing addressed to the parties as set forth below.

Notices shall be considered "given" for purposes of this Agreement: (a) if sent by certified mail, three business days after being deposited with the U.S. Postal Service, certified mail, return receipt requested; (b) if sent by private delivery service (e.g., FedEx or UPS), on the date delivered to the notice address listed below as evidenced by a receipt signed by any person at the notice address.

If to the MEDC: Mansfield Economic Development Corporation
 Attn: Scott Welmaker
 301 S. Main St.
 Mansfield, Texas 76063

If to Developer: United Properties Southwest, LLC
 17330 Preston Road, Suite 111D
 Dallas, TX 75252
 Attention: Gary D. Pickens, President

If to Engineer: Pacheco Koch, LLC
 7557 Rambler Road, Suite 1400
 Dallas, TX 75231-2388
 Attention: Clayton J. Stolle, P.E.

Either party has the right to change its notice addresses by giving written notice to the other party in accordance with the terms of this paragraph.

(h) *Authorization.* By signing this Agreement, the Parties represent to each other that this Agreement has been duly authorized by their respective governing bodies and that the person signing this Agreement on the party's behalf has been duly authorized to sign this Agreement by and on behalf of their respective party.

(i) *Attorney's Fees.* If it becomes necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable attorney's fees and costs of court.

(j) *Counterparts.* This Agreement may be executed in any number of identical counterparts, each of which is deemed to be an original instrument. All counterparts hereof taken together constitute a single instrument. A facsimile copy (or other digital image) of an executed counterpart of this agreement is binding on the party whose signature appears thereon.

Executed to be effective as of the Effective Date.

SIGNATURE PAGE FOLLOWS

MEDC:

MANSFIELD ECONOMIC DEVELOPMENT CORPORATION
a Texas non-profit corporation

By: _____
Larry Klos, President

DEVELOPER:

UNITED PROPERTIES SOUTHWEST, LLC
a Texas limited liability company

By: _____
Gary D. Pickens, President

ENGINEER:

PACHECO KOCH CONSULTING ENGINEERS, LLC, a Texas limited liability company

By: _____
James A. Koch, P.E., R.P.L.S.

EXHIBIT A

PROJECT LEGAL DESCRIPTION

ANNEX 1
REQUIRED INSURANCE

Engineer agrees to purchase and keep the following insurance in force during the term of the work performed and, in respect of Professional Liability, to purchase and maintain that insurance for at least one year beyond completion of work.

Required Insurance with minimum acceptable limits of liability:

1. Workers Compensation and Employers Liability. Statutory coverage with Employer's Liability limits of at least \$100,000 for each accident, \$100,000 disease – each employee, \$500,000 disease – policy limit.
2. Commercial General Liability, with minimum limits of \$500,000 CSL per occurrence / aggregate with endorsements providing waiver of subrogation in favor of MEDC and stipulating coverage is primary and non-contributory as respects MEDC. Such policy shall name MEDC as an Additional Insured.
3. Automobile Liability, with minimum limits of \$500,000 CSL, covering owned (if any), hired and non-owned vehicles. Such policy shall name MEDC as Additional Insured.
4. Professional Liability, with minimum limits of \$500,000 per claim / aggregate and coverage shall be maintained for at least one year following completion of project.

Please know that the terms Mansfield Economic Development Corporation, Mansfield EDC, and MEDC shall include “all authorities, boards, bureaus, commissions, divisions, departments, and offices of MEDC and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of MEDC.”

All policies shall be written through carriers authorized to operate in the State of Texas and each policy shall provide a 30 day notice of cancellation, nonrenewal, or material change in coverage to MEDC.

Pacheco Koch Consulting Engineers, LLC agrees to cause its insurance agent to issue an Insurance Certificate detailing coverage in place to both Mansfield EDC and United Properties Southwest, LLC.

The Certificate Holder/Additional Insured (as appropriate) shown as:

Mansfield Economic Development Corporation
301 S. Main St
Mansfield, Texas 76063

The certificate should reference: Mansfield International Business Park, and be sent to the attention of: Richard Nevins / MEDC at richard.nevins@mansfield-texas.com with a copy to Gary Pickens at gdpickens@unitedpropertyessw.com.

Engineer also agrees to cause its insurance agent issue a second certificate to United Properties Southwest, LLC, showing the same coverage, having Commercial General Liability and Automobile Liability name United Properties Southwest, LLC as an Additional Insured with Certificate Holder / Additional Insured (as appropriate) shown as:

United Properties Southwest, LLC
17330 Preston Road, Suite 111D
Dallas, Texas 75252

The certificate should reference: Mansfield International Business Park and should be sent to the attention of Gary Pickens at gdpickens@unitedpropertyessw.com.