



CITY OF HOUSTON
HCD Purchasing Unit 3200

PO NUMBER MUST APPEAR ON ALL PAYMENT AND
DELIVERY CORRESPONDENCE

**POSSIBLE DUPLICATE COPY DO NOT DUPLICATE SHIPMENT
OR SERVICE**

PURCHASE ORDER

Vendor Address
Vendor Address Number 115321
JP MORGAN CHASE BANK
"PAYROLL DISBURSEMENT ACCT"
712 MAIN STREET
HOUSTON TX 77002

Mail Invoice to
COH HOUSING & COMMUNITY DEV
FINANCIAL SERVICES SEC, ACCT PAY
PO Box 1562
HOUSTON TX 77251-1562

Information
Purchase Order Number/Date 4500338652-0 / 12/16/2020
CoH Vendor Number 115321
Page 1 of 1
Buyer's Name Syed Taqvi 460
Buyer's Telephone Number 832-394-6306
Buyer's Fax Number
Buyer's E-mail Address syed.taqvi@houstontx.gov

CONFIRM RECEIPT AND ACCEPTANCE OF PURCHASE ORDER
TO BUYER'S E-MAIL ADDRESS

Shipping Address HOUSING & COMMUNITY DEVELOPMENT
PROCUREMENT SERVICES
2100 TRAVIS, 9TH FLOOR
HOUSTON TX 77002
USA

Terms of payment : Pay net 30 w/o deduction Currency USD

Shipping Terms FOB(Free on board) /DESTINATION

| Item | Quantity | UM | Material # / Description | Unit Cost | Extended Cost |
|-------------------|-------------|----|--|---------------|-----------------|
| 10 | 1.00 | AU | 94646 ESCROW/TITLE SERVICE Aptim Escrow Agreement | 3,500.00 / AU | 3,500.00 |
| | Gross Price | | 3,500.00 USD | 1 AU | 1.000 3,500.00 |
| | | | *** Item partially delivered *** | | |
| | | | Expected value of unplanned services: | 3,500.00 | |
| | | | Delivery Date: 06/30/2021 | | |
| Total **** | | | | USD | 3,500.00 |

The Terms and Conditions specified on <http://purchasing.houstontx.gov> will apply.

I hereby certify a certificate of the necessity of this expenditure is on file in this department.

I hereby certify that the expenditure for the above goods has been duly authorized and appropriated and that sufficient funds are available to liquidate same.

Sulvester Turner Mayor
[Signature] Chief Procurement Officer
[Signature] Controller

Taqvi, Syed - HCD

From: Owens, Mary - HCD
Sent: Wednesday, December 16, 2020 4:28 PM
To: Rhone, Tywana - HCD; Taqvi, Syed - HCD
Cc: Jones, Temika - HCD
Subject: RE: Completed: Please DocuSign: Procurement Request Form

Syed

Please use the funding information shown below.

| | |
|--------------------------|---------------|
| Fund Number | 5030 |
| Funding Source | DR-Harvey |
| Cost Center | 3200030002 |
| G/L Account | 522430 |
| Business Area | 3200 |
| Internal Order | 803200077-19 |
| BFY | FY-2020 |
| Grant | 32000077-2019 |
| Funds Reservation | |

From: Rhone, Tywana - HCD <Tywana.Rhone@houstontx.gov>
Sent: Wednesday, December 16, 2020 4:17 PM
To: Owens, Mary - HCD <Mary.Owens@houstontx.gov>
Subject: FW: Completed: Please DocuSign: Procurement Request Form
Importance: High

From: Taqvi, Syed - HCD
Sent: Wednesday, December 16, 2020 4:16 PM
To: Itz, Mary - HCD <Mary.Itz@houstontx.gov>; Rhone, Tywana - HCD <Tywana.Rhone@houstontx.gov>
Subject: Fwd: Completed: Please DocuSign: Procurement Request Form

From: Andrea Smith via DocuSign <dse_NA3@docusign.net>
Sent: Monday, December 14, 2020 10:01 AM
To: Taqvi, Syed - HCD
Subject: Completed: Please DocuSign: Procurement Request Form

DocuSign



Your document has been completed

[VIEW COMPLETED DOCUMENTS](#)

Andrea Smith

Andrea.Smith@houstontx.gov

All parties have completed Please DocuSign: Procurement Request Form.

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DEPOSITORY AGREEMENT

THIS DEPOSITORY AGREEMENT (this "Agreement") is entered into as of December __, 2020, by and between the City of Houston ("Depositor"), and JPMorgan Chase Bank, N.A., as depository agent ("Depository Agent").

WHEREAS, pursuant to one or more transactions described below, Depositor receives and holds certain funds; and

WHEREAS, Depositor is desirous of appointing the Depository Agent as its agent to hold these funds subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Appointment; Purpose of Depository Arrangement.** Depositor hereby appoints Depository Agent as its depository agent for the purposes set forth herein, and Depository Agent hereby accepts such appointment under the terms and conditions set forth herein. Depositor hereby represents, warrants and covenants that (a) the purpose of this depository arrangement is as follows: deposit for payments to be made by Depositor to Aptim Environmental & Infrastructure, L.L.C. ("Aptim") under the Depositor's and Aptim's Agreement for Master Program Management (MPM) Services for Disaster Related Projects, Contract No. 4600014676 pursuant to Ordinance No. 2018-007, as amended by Ordinance No. 2019-266 (the "Purpose"); (b) a bilateral depository agreement and dedicated depository account is necessary and appropriate for the Purpose, and (c) the deposit of funds hereunder, each transaction in the depository account and each document, notice, instruction or request provided to Depository Agent hereunder shall comply with all applicable laws and regulations.

2. **Fund; Investment.** (a) Depositor agrees to deposit with Depository Agent the initial sum of \$2,000,000 (the "Initial Deposit") and a cumulative sum not to exceed \$7,457,250.01 ("Deposit"), which Deposit is inclusive of the Initial Deposit. Depository Agent shall hold the Deposit in one or more demand deposit accounts. No investment of the Deposit will be permitted during the term of this Agreement.

(b) Depositor hereby represents to Depository Agent that no tax withholding or information reporting of any kind is required by the Depository Agent.

3. **Disposition and Termination.** (a) Depository Agent shall deliver the Deposit (or a portion thereof) pursuant to the written instructions of the Depositor in the form set forth as Exhibit A attached hereto hereto which shall direct Depository Agent to disburse the Deposit (or a portion thereof) only to Aptim or to disburse and return the Deposit to the Depositor. Notwithstanding anything to the contrary set forth in Section 8, any instructions setting forth, claiming, containing, or in any way related to the transfer or distribution of the Deposit, must be in writing and executed by Depositor as evidenced by the signatures of the person or persons signing this Agreement or one of its designated persons as set forth on the Designation of Authorized Representatives attached hereto as Schedule 1 (each an "Authorized Representative"), and delivered to Depository Agent only by confirmed facsimile or as a Portable Document Format ("PDF"), attached to an email only at the fax number or email address set forth in Section 8 below. Each Designation of Authorized Representatives shall be signed by a Secretary, any Assistant Secretary or other duly authorized person of the Depositor. No instruction for or related to the transfer or distribution of the Deposit shall be deemed delivered and effective unless Depository Agent actually shall have received it by facsimile or as a PDF attached to an email only at the fax number or email address set forth in Section 8 and in the case of a facsimile, as evidenced by a confirmed transmittal to the Depositor's transmitting fax number. Depository Agent shall not be liable to Depositor or any other person for refraining from acting upon any instruction for or related to the transfer or distribution of the Deposit if delivered to any other fax number or email address, including but not limited to a valid email address of any employee of Depository Agent. Notwithstanding anything to the contrary, the Depositor acknowledges and agrees that Depository Agent (i) shall have no obligation to take any action in connection with this Agreement on a non-Business Day and any action Depository Agent may otherwise be required to perform on a non-Business Day may be performed by Depository Agent on the following Business Day and (ii) may not transfer or distribute the Deposit until Depository Agent has completed its security procedures.

(b) Depositor authorizes Depository Agent to use the funds transfer instructions ("Initial Standing Instructions") specified for Depositor below to disburse any funds due to Depositor without a verifying call-back or email confirmation as set forth below:

| | |
|------------------|----------------------------|
| Depositor: | The City of Houston, Texas |
| Bank Name: | JP Morgan Chase Bank, N.A. |
| Bank Address: | 712 Main Street |
| ABA number: | 021000021 |
| Credit A/C Name: | Master Deposit Account |
| Credit A/C # | 103334042 |

Depositor further authorizes Depository Agent to use the funds transfer instructions ("Initial Standing Instructions") specified for Aptim below to disburse any funds Depositor's Authorized Agent instructs Depository Agent to disburse to Aptim without a verifying call-back or email confirmation as set forth below:

| | |
|------------------|-----------------------------------|
| Name: | Aptim |
| Bank Name: | Santander Bank, N.A. |
| Bank Address: | 75 State Street, Boston, MA 02109 |
| ABA number: | 231372691 |
| Credit A/C Name: | Aptim Government Solutions, LLC |
| Credit A/C # | 8937028506 |

(c) In the event any funds transfer instructions other than the Initial Standing Instructions are set forth in a permitted instruction from Depositor in accordance with this Agreement (any such additional funds transfer instructions, "Additional Standing Instructions" and together with the Initial Standing Instructions, the "Standing Instructions"), Depository Agent will confirm such Additional Standing Instructions by a telephone call-back or email confirmation to an Authorized Representatives and Depository Agent may rely and act upon the confirmation of anyone purporting to be that Authorized Representative. No funds will be disbursed until such confirmation occurs. Depositor agrees that after such confirmation, Depository Agent may continue to rely solely upon such Additional Standing Instructions and all identifying information set forth therein for such beneficiary without an additional telephone call-back or email confirmation. Further, it is understood and agreed that if multiple disbursements are provided for under this Agreement pursuant to any Standing Instructions, only the date, amount and/or description of payments may change without requiring a telephone call-back or email confirmation.

(d) The persons designated as Authorized Representatives and telephone numbers for same may be changed only in a writing executed by an Authorized Representative or other duly authorized person of Depositor and actually received by Depository Agent via facsimile or as a PDF attached to an email. Depository Agent will confirm any such change in Authorized Representatives by a telephone call-back or email confirmation to an Authorized Representative and Depository Agent may rely and act upon the confirmation of anyone purporting to be that Authorized Representative.

(e) Depository Agent, any intermediary bank and the beneficiary's bank in any funds transfer may rely upon the identifying number of the beneficiary's bank or any intermediary bank included in a funds transfer instruction provided by Depositor and, if applicable, confirmed in accordance with this Agreement. Further, the beneficiary's bank in the funds transfer instructions may make payment on the basis of the account number provided in Depositor's instruction and, if applicable, confirmed in accordance with this Agreement even though it identifies a person different from the named beneficiary.

(f) As used in this Section 3, "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which Depository Agent located at the notice address set forth below is authorized or required by law or executive order to remain closed. Depositor acknowledges that the security procedures set forth in this Section 3 are commercially reasonable. Upon delivery of the Deposit in full by Depository Agent pursuant to this Section 3, this Agreement shall terminate and the related account(s) shall be closed, subject to the provisions of Sections 6 and 7.

(g) Notwithstanding anything to the contrary contained in this Agreement, in the event that an electronic signature is affixed to an instruction issued hereunder to disburse or transfer funds, such instruction shall be confirmed by a verifying call-back (or email confirmation) to an Authorized Representative.

4. **Depository Agent.** Depository Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duty, shall be implied. Notwithstanding anything to the contrary, Depository Agent has no knowledge of, nor any obligation to comply with, the terms and conditions of any other agreement and Depository Agent shall not be responsible for determining the meaning of any capitalized term not entirely defined herein. Depository Agent may conclusively rely upon any written notice, document, instruction or request delivered by Depositor believed by it to be genuine and to have been signed by an Authorized Representative(s), as applicable, without inquiry and without requiring substantiating evidence of any kind and Depository Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. Depository Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that Depository Agent's gross negligence or willful misconduct was the cause of any direct loss to Depositor. Depository Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. Depository Agent shall have no duty to solicit any payments which may be due it or the Deposit nor shall the Depository Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder. The Depositor grants to Depository Agent a lien and security interest in the Deposit in order to secure any reimbursement obligations of the Depositor or obligation for fees or expenses owed to the Depository Agent hereunder. Anything in this Agreement to the contrary notwithstanding, in no event shall Depository Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if Depository Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

5. **Succession.** Depository Agent may resign and be discharged from its duties or obligations hereunder by giving not less than thirty (30) days advance notice in writing specifying a date when such resignation shall take effect or may be removed, with or without cause, by Depositor at any time after giving not less than thirty (30) days prior written notice to the Depository Agent. Depository Agent shall deliver the Deposit to any appointed successor depository agent, or to Depositor, at which time Depository Agent's obligations under this Agreement shall cease and terminate. Any entity into which Depository Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all of the escrow business may be transferred, shall be the Depository Agent under this Agreement without further act.

6. **Compensation; Acknowledgment.** (a) Depositor agrees to pay Depository Agent upon execution of this Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, which unless otherwise agreed in writing, shall be as described in Schedule 2.

(b) Depositor further agrees to the disclosures and agreements set forth in Schedule 2.

(c) The Administrative Fee specified in Schedule 2 are Depository Agent's total compensation for its services under this Agreement. Depository Agent recognizes that, under its Charter, the City may not obligate itself by contract to pay more money than the amount the City Council appropriates, and further recognizes that the City has appropriated and allocated only \$3,500 to pay for services under this Agreement. Unless the City Council makes further appropriations for this Agreement, the City's obligation to Depository Agent under this Agreement must not exceed \$3,500.

7. **Reimbursement.** To the extent allowed by law and subject to the Depositor's appropriation of funds, Depositor agrees to be responsible for and reimburse Depository Agent and its affiliates and their respective successors, assigns, directors, agents and employees (the "Covered Persons") from and against any and all losses, damages, claims, liabilities, costs or expenses (including attorney's fees) (collectively "Losses"), resulting directly or indirectly from (a) Depository Agent's performance of this Agreement, except to the extent that such Losses are determined by a court of competent jurisdiction to have been caused by the gross negligence, willful misconduct, or bad faith of such Covered Person; (b) Depository Agent's following, accepting or acting upon any instructions or directions from Depositor received in accordance with this Agreement; and (c) a breach of any representation or warranty made by Depositor under this Agreement. To the extent allowed by law, Depositor hereby grants Depository Agent a right of set-off against the Deposit for the payment of any claim for reimbursement, fees,

expenses and amounts due to Depository Agent or a Covered Person. The obligations set forth in this Section 7 shall survive the resignation, replacement or removal of Depository Agent or the termination of this Agreement. Depositor has not appropriated any money for payment under this Paragraph or any other provision of this Agreement (except for the appropriation of \$3,500 to pay the Administrative Fee) and nothing in this Paragraph 7 requires that funds be assessed or collected or that a sinking fund be created for any of Depositor's obligations arising under this Agreement.

8. **Notices.** Except as otherwise provided in Section 3, all communications hereunder shall be in writing or set forth in a PDF attached to an email, and shall be delivered by facsimile, email or overnight courier only to the appropriate fax number, email address, or notice address set forth for each party as follows:

If to Depositor: 2100 Travis Street, Suite 900
Houston, TX 77002
Attention: HCDD Director
Tel No.: (832) 394-6282
Email Address: Tom.McCasland@houstontx.gov

If to Depository Agent: JPMorgan Chase Bank, N.A.
Escrow Services
712 Main Street
Houston, TX 77002
Attention: Susie Becvar
Fax No.: 713-216-6927
Email Address: sw.escrow@jpmorgan.com

9. **Compliance with Directives.** In the event that a legal garnishment, attachment, levy restraining notice, court order or other governmental order (a "Directive") is served with respect to any of the Deposit, or the delivery thereof shall be stayed or enjoined by a Directive, Depository Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such Directives so entered or issued, and in the event that Depository Agent obeys or complies with any such Directive it shall not be liable to Depositor or to any other person by reason of such compliance notwithstanding such Directive be subsequently reversed, modified, annulled, set aside or vacated.

10. **Miscellaneous.** (a) The provisions of this Agreement may be waived, altered, amended or supplemented only by a writing signed by the Depository Agent and Depositor. Neither this Agreement nor any right or interest hereunder may be assigned by Depositor without the prior consent of Depository Agent and any assignment in violation of this Agreement shall be ineffective and void. This Agreement shall be construed under the laws of the State of Texas. Depositor and Depository Agent irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of Texas. Depositor acknowledges and agrees that this Agreement and the transactions contemplated herein are commercial in nature in connection with and arising from the Depositor's governmental functions.

(b) No party to this Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. This Agreement may be executed and transmitted by facsimile or as a PDF attached to an email and each such execution shall be of the same legal effect, validity and enforceability as a manually executed original, wet-inked signature. All signatures of the parties to this Agreement may be transmitted by facsimile or as a PDF attached to an email, and such facsimile or PDF will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other

jurisdiction. Depositor represents, warrants and covenants that (i) each document, notice, instruction or request provided by Depositor to Depository Agent shall comply with applicable laws and regulations; (ii) Depositor has full power and authority to enter into this Agreement and to perform all of the duties and obligations to be performed by it hereunder; and (iii) the person(s) executing this Agreement on Depositor's behalf and certifying Authorized Representatives in Schedule 1 have been duly and properly authorized to do so, and each Authorized Representative of Depositor has been duly and properly authorized to take the actions specified for such person in Schedule 1. Nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than Depository Agent and Depositor any legal or equitable right, remedy, interest or claim under or in respect of the Deposit or this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

DEPOSITOR
THE CITY OF HOUSTON, TEXAS


ATTEST/SEAL:

By: _____
Mayor

By: _____
City Secretary

DEPOSITORY AGENT
JPMORGAN CHASE BANK, N.A.

APPROVED:

By: 
Name: Paul Gilliam
Title: Vice President

Authorized Representative of City Controller

Tax ID No. 13-4994650

APPROVED:

COUNTERSIGNED BY:

Director, Housing and Community
Development Department

City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Assistant City Attorney
L.D. File No. 0292000941001

EXHIBIT A

Form of Release Notice

JPMorgan Chase Bank, N.A.
Escrow Services
712 Main Street, 14th Floor North
Houston, Texas 77002
Fax No.: 713-216-6927
Email Address: sw.escrow@jpmorgan.com
Attention: Susie Becvar

Date:

Re: The City of Houston – Depository Agreement dated December [], 2020
Account no. 528290560

Dear Sir/Madam:

We refer to a depository agreement dated December [], 2020 between The City of Houston and JPMorgan Chase Bank, N.A., as Depository Agent (the “**Depository Agreement**”).

Capitalized terms in this letter that are not otherwise defined shall have the same meaning given to them in the Depository Agreement.

Pursuant to Section 3(a) of the Depository Agreement, the Depositor instructs Depository Agent to release the Deposit, or a portion thereof, to Aptim using the wiring instructions in Section 3(b) of the Depository Agreement.

Amount
(In writing)

DEPOSITOR:

THE CITY OF HOUSTON

By: _____
Name:
Title:
Date:

SCHEDULE 1

THE CITY OF HOUSTON

DESIGNATION OF AUTHORIZED REPRESENTATIVES

The undersigned, Chris B. Brown, being the duly elected, qualified and acting Controller of the City of Houston, Texas (“Depositor”), does hereby certify:

1. That each of the following representatives is at the date hereof an Authorized Representative, as such term is defined in the Agreement, dated December ____, 2020, by and among Depositor and Depository Agent (the “Agreement”), that the signature appearing opposite each Authorized Representative’s name is the true and genuine signature of such Authorized Representative, and that each Authorized Representative’s contact information is current and up-to-date at the date hereof. Each of the Authorized Representatives is authorized to issue instructions, confirm funds transfer instructions by callback or email confirmation and effect changes in Authorized Representatives, all in accordance with the terms of the Agreement. Callbacks or emails confirming an instruction shall be made to an Authorized Representative other than the Authorized Representative who issued the instruction unless (a) only a single Authorized Representative is designated below, (b) the information set forth below changes and is not updated by Depositor such that only the Authorized Representative who issued the instruction is available to receive a callback or email confirmation, or (c) Depositor is an individual. Depositor acknowledges that pursuant to this Schedule, Depository Agent is offering an option for callback or email confirmation to a different Authorized Representative, and if Depositor nevertheless names only a single Authorized Representative or fails to update Authorized Representative information, Depositor agrees to be bound by any instruction, whether or not authorized, confirmed by callback or email confirmation to the issuer of the instruction.

| NAME | SIGNATURE | TELEPHONE, CELL NUMBER and EMAIL ADDRESS |
|----------------------------------|-----------|--|
| Thomas McClasland, HCDD Director | _____ | (ph) 832-394-6282 (email) Tom.McCasland@houstontx.gov |
| Temika Jones, HCDD CFO | _____ | (ph) 832-394-8863 (email) Temika.Jones2@houstontx.gov |
| Alex Obregon | _____ | (ph) 832-393-3403 (cell) 713-399-8879 (email) alex.obregon@houstontx.gov |

2. Email confirmation is only permitted to a corporate email address for purposes of this Schedule. Any personal email addresses provided will not be used for email confirmation.
3. This Schedule may be signed in counterparts and the undersigned certifies that any signature set forth on an attachment to this Schedule is the true and genuine signature of an Authorized Representative and that each such Authorized Representative’s contact information is current and up-to-date at the date hereof.
4. That pursuant to Depositor’s governing documents, as amended, the undersigned has the power and authority to execute this Designation on behalf of Depositor, and that the undersigned has so executed this Designation this ____ day of December, 2020.
5. Notwithstanding the above, if Depositor is an individual, no signature will be required below.

Signature: _____

Name: _____

Title: _____

FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS SCHEDULE 1

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature (or electronic signature subject to the conditions set forth in the Agreement) of the Authorized Representative authorizing said funds transfer on behalf of Depositor.

SCHEDULE 2

J.P.Morgan

Schedule of Fees and Disclosures for Depository Agent Services

Account Acceptance Fee \$ Waived

Encompassing review, negotiation and execution of governing documentation, opening of the account, and completion of all due diligence documentation. Payable upon closing.

Administration Fee \$ 3,500.00

The Administration Fee covers our usual and customary ministerial duties, including record keeping, distributions, document compliance and such other duties and responsibilities expressly set forth in the governing documents for each transaction. Payable upon receipt of an invoice that Depository Agent will send within 30 calendar days after the City of Houston City Controller signs the Depository Agreement and every eighteen (18) months thereafter, without pro-ration for partial 18-month period. If the Escrow Agreement has not been terminated within 18 months of its execution, then the Administration Fee shall be due from the Depositor to the Depository Agent within 30 days of the beginning of the 19th month.

Extraordinary Services and Out-of-Pocket Expenses: Depository Agent or any of its affiliates may receive compensation with respect to any investment directed hereunder including without limitation charging any applicable agency fee or trade execution fee in connection with each transaction. Any additional services beyond our standard services as specified above, and all reasonable out-of-pocket expenses including attorney's or accountant's fees and expenses will be considered extraordinary services for which related costs, transaction charges, and additional fees will be billed at Depository Agent's then standard rate. Depository Agent may impose, charge, pass-through and modify fees and/or charges for any account established and services provided by Depository Agent, including but not limited to, transaction, maintenance, balance-deficiency, and service fees, agency or trade execution fees, and other charges, including those levied by any governmental authority, provided that any such charges can only be recovered from the Deposit. Depository Agent shall not provide or charge to the Depository and Extraordinary Services or Out-of-Pocket Expenses unless such expenses and services have been authorized in advance, in writing by the Depositor's Authorized Representative.

Fee Disclosure & Assumptions: Please note that the fees quoted are based on a review of the transaction documents provided and an internal due diligence review, and assumes the escrow deposit will not be invested. Depository Agent reserves the right to revise, modify, change and supplement the fees quoted herein if the assumptions underlying the activity in the account, level of balances, market volatility or other factors change from those used to set the fees described herein, provided Depository Agent shall provide Depository at least 30 days advance notice of any fee increase and such fee increase shall not exceed 5% of the fees stated herein.

Payment of each invoice is due within 30 days of receipt of the invoice.

Disclosures and Agreements:

Taxes. The Depositor shall duly complete such tax documentation or other procedural formalities necessary for Depository Agent to complete required tax reporting and for the Depositor to receive interest or other income without withholding or deduction of tax in any jurisdiction. Should any information supplied in such tax documentation change, the Depositor shall promptly notify Depository Agent. Depository Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, including without limitation, the Foreign Account Tax Compliance Act ("FATCA"), and shall remit such taxes to the appropriate authorities. Upon request by the Depositor, Depository Agent will cooperate to address any tax exemption asserted by the Depositor.

Representations Relating to Section 15B of the Securities Exchange Act of 1934 (Rule 15Ba1-1 et seq.) (the "Municipal Advisor Rule"). Depositor represents and warrants to the Depository Agent that for purposes of the Municipal Advisor Rules, none of the funds (if any) currently invested, or that will be invested in the future, in money market funds, commercial paper or treasury bills under this Agreement constitute or contain (i) proceeds of municipal securities (including investment income therefrom and monies pledged or otherwise legally dedicated to serve as collateral or a source or repayment for such securities) or (ii) municipal escrow investments (as each such term is defined in the Municipal Advisor Rule). Depositor also represents and warrants to Depository Agent that the person providing this certification has access to the appropriate information or has direct knowledge of the source of the funds to be invested to enable the forgoing representation to be made. Further, Depositor acknowledges that Depository Agent will rely on this representation until notified in writing otherwise.

Know Your Customer. To assist in the prevention of the funding of terrorism and money laundering activities, applicable law may require financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for the Depository: when the Depositor opens an account, Depository Agent may ask for Depositor's name, address, date of birth (for natural persons), and/or other information and documents that will allow Depository Agent to identify the Depositor. Depository Agent may also request and obtain certain information from third party vendors regarding the Depositor. To fulfill Depository Agent's "know your customer" responsibilities and in connection with its performance of this Agreement, Depository Agent may request information and/or documentation from the Depositor from time to time, including, without limitation, regarding the Depositor's organization, business and, to the extent applicable, beneficial owner(s) of the Depositor, including relevant natural or legal persons, and the Depositor shall procure and furnish the same to Depository Agent in a timely manner. Any information and/or documentation furnished by the Depositor is the sole responsibility of the Depositor and Depository Agent is entitled to rely on the information and/or documentation without making any verification whatsoever (except for the authentication under the security procedures, as applicable). The Depositor represents and warrants that all such information and/or documentation is true, correct and not misleading and shall advise Depository Agent promptly of any changes and, except as prohibited by applicable law, the Depositor agrees to provide complete responses to Depository Agent's requests within the timeframes specified. If the Depositor fails to provide or consent to the provision of any information required by this paragraph, Depository Agent may suspend or discontinue providing any service hereunder and resign pursuant to this Agreement.

OFAC Disclosure. Depository Agent is required to act in accordance with the laws and regulations of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including but not limited to regulations issued by the U.S. Office of Foreign Assets Control. Depository Agent is not obligated to execute payment orders or effect any other transaction where the beneficiary or other payee is a person or entity with whom the Depository Agent is prohibited from doing business by any law or regulation applicable to Depository Agent, or in any case where compliance would, in Depository Agent's opinion, conflict with applicable law or banking practice or its own policies and procedures. Where Depository Agent does not execute a payment order or effect a transaction for such reasons, Depository Agent may take any action required by any law or regulation applicable to Depository Agent including, without limitation, freezing or blocking funds. Transaction screening may result in delays in the posting of transactions.

Abandoned Property. Depository Agent is required to act in accordance with the laws and regulations of various states relating to abandoned property, escheatment or similar law and, accordingly, shall be entitled to remit dormant funds to any state as abandoned property in accordance with such laws and regulations. Without limitation of the foregoing, notwithstanding any instruction to the contrary, Depository Agent shall not be liable to Depositor for any amount disbursed from an account maintained under this Agreement to a governmental entity or public official in compliance with any applicable abandoned property, escheatment or similar law.

Information. Depositor authorizes Depository Agent to disclose information with respect to this Agreement and the account(s) established hereunder, Depositor, or any transaction hereunder if such disclosure is: (i) necessary in Depository Agent's opinion, for the purpose of allowing Depository Agent to perform its duties and to exercise its powers and rights hereunder or for operational or risk management purposes or compliance with legal, tax and regulatory requirements, including, without limitation, FATCA; (ii) to a proposed assignee of the rights of Depository Agent; (iii) to a branch, affiliate, subsidiary, employee or agent of Depository Agent or to their auditors, regulators or legal advisers or to any competent court; (iv) to the auditors of Depositor; or (v) required by applicable law, regardless of whether the disclosure is made in the country in which Depositor resides, in which the account is maintained, or in which the transaction is conducted. Depositor agrees that such disclosures by Depository Agent and its affiliates may be transmitted across national boundaries and through networks, including those owned by third parties.

Foreign Exchange. If Depository Agent accepts a funds transfer instruction under this Agreement for payment in a currency (the "Non-Account Currency") other than the currency of the account (the "Account Currency"), Depository Agent is authorized to enter into a foreign exchange transaction to sell to the Depositor the amount of Non-Account Currency required to complete the funds transfer and debit the account for the purchase price of the Non-Account Currency. If Depository Agent receives a payment to the account in a Non-Account Currency, Depository Agent is authorized to purchase the Non-Account Currency from the Depositor, and to credit the purchase price to the account in lieu of the Non-Account Currency. The applicable foreign exchange rate and spread for any of the foregoing transactions shall be determined by Depository Agent in its sole discretion and may differ from foreign exchange rates and spreads at which comparable transactions are entered into with other customers or the range of foreign exchange rates or spreads at which Depository Agent otherwise enters into foreign exchange transactions on the relevant date. Depository Agent may generate additional profit or loss in connection with Depository Agent's execution of a foreign exchange transaction or management of its risk related thereto in addition to the applicable spread. Further, (i) Depository Agent has full discretion to execute such foreign exchange transactions in such manner as Depository Agent determines in its sole discretion and (ii) Depository Agent may manage the associated risks of Depository Agent's own position in the market in a manner it deems appropriate without regard to the impact of such activities on the Depositor. Any such foreign exchange transaction will be between Depository Agent and the Depositor as principals, and Depository Agent will not be acting as agent or fiduciary for the Depositor.

Acknowledgment of Compensation and Multiple Roles. Depository Agent is authorized to act under this Agreement notwithstanding that Depository Agent or any of its subsidiaries or affiliates (such subsidiaries and affiliates hereafter individually called an "Affiliate" and collectively called "Affiliates") may (A) receive fees or derive earnings (float) as a result of providing an investment product or account on the books of Depository Agent pursuant to this Agreement or for providing services or referrals

with respect to investment products, or (B) (i) act in the same transaction in multiple capacities, (ii) engage in other transactions or relationships with the same entities to which Depository Agent may be providing escrow or other services under this Agreement, (iii) refer clients to an Affiliate for services or (iv) enter into agreements under which referrals of escrow or related transactions are provided to Depository Agent. JPMorgan Chase Bank, N.A. may earn compensation from any of these activities in addition to the fees charged for services under this Agreement.

FDIC Disclosure. In the event Depository Agent becomes insolvent or enters into receivership, Depository Agent may provide to the Federal Deposit Insurance Corporation ("FDIC") account balance information for any account governed by this Agreement, as reflected on Depository Agent's end-of-day ledger balance, and the customer name and tax identification number associated with such accounts for the purposes of determining the appropriate deposit insurance coverage. Funds held in such accounts will be insured by the FDIC under its applicable rules and limits

THE FOLLOWING DISCLOSURES ARE REQUIRED TO BE PROVIDED UNDER APPLICABLE U.S. REGULATIONS, INCLUDING, BUT NOT LIMITED TO, FEDERAL RESERVE REGULATION D. WHERE SPECIFIC INVESTMENTS ARE NOTED BELOW, THE DISCLOSURES APPLY ONLY TO THOSE INVESTMENTS AND NOT TO ANY OTHER INVESTMENT.

Demand Deposit Account Disclosure. Depository Agent is authorized, for regulatory reporting and internal accounting purposes, to divide a demand deposit account maintained in the U.S. in which the Deposit is held into a non-interest bearing demand deposit internal account and a non-interest bearing savings internal account, and to transfer funds on a daily basis between these internal accounts on Depository Agent's general ledger in accordance with U.S. law at no cost to the Depositor. Depository Agent will record the internal accounts and any transfers between them on Depository Agent's books and records only. The internal accounts and any transfers between them will not affect the Deposit, any investment or disposition of the Deposit, use of the demand deposit account or any other activities under this Agreement, except as described herein. Depository Agent will establish a target balance for the demand deposit internal account, which may change at any time. To the extent funds in the demand deposit internal account exceed the target balance, the excess will be transferred to the savings internal account, unless the maximum number of transfers from the savings internal account for that calendar month or statement cycle has already occurred. If withdrawals from the demand deposit internal account exceeds the available balance in the demand deposit internal account, funds from the savings internal account will be transferred to the demand deposit internal account up to the entire balance of available funds in the savings internal account to cover the shortfall and to replenish any target balance that Depository Agent has established for the demand deposit internal account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the savings internal account, and such funds will remain in the demand deposit internal account for the remainder of the calendar month or statement cycle.

Unlawful Internet Gambling. The use of any account to conduct transactions (including, without limitation, the acceptance or receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling is strictly prohibited.

Recordings. Depositor and Depository Agent consent to the other party making and retaining recordings of telephone conversations between Depositor and Depository Agent in connection with Depository Agent's security procedures.

Use of Electronic Records and Signatures. As used in this Agreement, the terms "writing" and "written" include electronic records, and the terms "execute", "signed" and "signature" include the use of electronic signatures. Notwithstanding any other provision of this Agreement or the attached Exhibits and Schedules, any electronic signature that is presented as the signature of the purported signer, regardless of the appearance or form of such electronic signature, may be deemed genuine by Depository Agent in Depository Agent's sole discretion, and such electronic signature shall be of the same legal effect, validity and enforceability as a manually executed, original, wet-inked signature; provided, however, that any such electronic signature must be an actual and not a typed signature. Any electronically signed agreement shall be an "electronic record" established in the ordinary course of business and any copy shall constitute an original for all purposes. The terms "electronic signature" and "electronic record" shall have the meanings ascribed to them in 15 USC § 7006. This Agreement and any instruction or other document furnished hereunder may be transmitted by facsimile or as a PDF file attached to an email.