

**CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS**

Regular Meeting

**December 10, 2015
6:00 P.M.**

Windcrest City Hall

NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE WINDCREST ECONOMIC DEVELOPMENT CORPORATION (WEDC) WILL BE HELD AT WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS ON THE 10th DAY OF DECEMBER 2015 STARTING AT 6:00 P.M. DURING THE MEETING, THE BOARD WILL CONSIDER, DELIBERATE AND MAY TAKE ACTION UPON ANY OF THE SUBJECTS LISTED BELOW.

Vision Statement: Nourish and develop a vibrant community that consistently pushes the limits.

Mission Statement: Facilitate interaction between business, city and other community organizations to nourish the economic health and wellbeing of Windcrest, its citizens and the region.

*Request all pagers and cell phones be turned off, except emergency on-call personnel.
Citizens are asked to refrain from talking during proceedings unless recognized by the
Presiding Officer.*

CITIZEN COMMUNICATION: AS A COURTESY TO CITIZENS IN ATTENDANCE, AND AT THE DISCRETION OF THE PRESIDING OFFICER OF THE MEETING, CITIZENS WILL BE GIVEN A REASONABLE OPPORTUNITY TO STATE THEIR COMMENTS OR ASK QUESTIONS REGARDING ANY ITEM ON THE AGENDA, AND PRIOR TO THE BOARD TAKING ACTION ON ANY ACTION ITEMS LISTED. THE BOARD REQUESTS COMMENTS BE BRIEF, TO THE POINT, AND NO LONGER THAN 5 MINUTES. TIME CANNOT BE YIELDED TO ANOTHER SPEAKER.

Consistent with Windcrest City Council Resolution No. 292, the WEDC Board elects to audio and video record its meetings. The recordings are preserved electronically as the official minutes of its meetings.

I. Call To Order

1. Determination of a Quorum
2. Pledge of Allegiance
3. Prayer
4. Vote to consider the excuse of absent board member(s), if applicable

II. Visitors/Presentations

1. Matt Okmin of Whitestone-Reit will give a presentation on their application for the Storefront and Streetscape Improvement application submitted to the WEDC. (Att. 1)
2. Robert Colunga, Executive Director, will give a report on the WEDC activities for the month of November 2015.(Att. 2)
3. Robert Colunga, Executive Director, will give an update on the WEDC finances as of November 30, 2015.
4. Robert Colunga, Executive Director, will submit a report on the Quarterly PFIA Reports. (Att. 3)

III. Citizens to be Heard

IV. Discussion

V. Discuss and Act

1. The WEDC Board will Consider and take possible action to award CASA Bunch, LLC an amount not to exceed \$9,999.00 or less for the Storefront and Streetscape Improvement Program.(Att. 1)
2. The WEDC Board will Consider and take possible action on the Quarterly PFIA Reports. (Att. 3)

VI. Executive Session

VII. General Announcements and Future Agenda Items Requested

VIII. Adjournment

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Board of Directors of the WEDC is a true and correct copy of said Notice and I posted a true and correct copy of said Notice on the bulletin board at the Windcrest City Hall in a convenient place to the public. Said Notice was posted 72 hours prior to the 10th of December 2015.

By: Kelly Rodriguez
Kelly Rodriguez, City Secretary

I certify that the attached notice and agenda of items considered by the WEDC Meeting was removed by me from the City Hall bulletin board on the 10th of December 2015.

By: _____
Kelly Rodriguez, City Secretary



Windcrest Economic Development Corporation Agenda Item Report

December 10, 2015

Contact – Robert Colunga
RColunga@Windcrest-TX.gov

SUBJECT: Whitestone Reit Application for WEDC Storefront Program

1. BACKGROUND/HISTORY

Whitestone-Reit has invested over 8 million dollars into their center in recent years and continues to maintain their facilities in pristine condition.

2. FINDINGS/CURRENT ACTIVITY

Whitestone REIT is requesting maximum amount of \$9,999.00 . The estimated cost of the frontage area project is \$196,599 for the entire project.

3. FINANCIAL IMPACT

\$9,999.00 funding is available is available in the WEDC Budget.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends the WEDC Board to approve the Application of Whitestone REIT for the WEDC Storefront Program.

Evaluation Form

Below is the evaluation criteria and point system that will be used to assess each of the submitted projects.

Evaluation Factor	Possible Points	Score
Design quality of proposed improvements	20	20
Consistency of design with business activity	10	10
Compatibility with design of surrounding buildings and neighborhood	10	10
Proposed improvements are sufficient to improve the aesthetics of the building/retail center	20	20
Improvement of property will significantly impact the revitalization efforts of the City	30	30
Community involvement of Applicant	10	0
TOTAL SCORE RECEIVED	100	90





STOREFRONT AND STREETSCAPE IMPROVEMENT PROGRAM

(Fiscal Year 2012-2013)

GUIDELINES AND REQUIREMENTS

The Storefront and Streetscape Improvement Program assists commercial property and/or business owners in rehabilitating their storefronts and the streetscapes located adjacent to their buildings to revitalize neighborhood commercial areas, eliminate blight and enhance the livability of surrounding neighborhoods. Funding is provided by the Windcrest Economic Development Corporation (the "WEDC").

PROGRAM GOALS

1. Revitalize and improve the appearance of commercial areas to positively impact the aesthetics, marketability, and perception of Windcrest.
2. Activate the Windcrest business environment by improving the pedestrian experience.
3. Stimulate private investment, while at the same time encouraging a higher level of quality and design of retail, commercial and professional storefronts and streetscapes.

PROGRAM FUNDING AND AVAILABILITY OF FUNDS

The Storefront and Streetscape Improvement Program offers commercial property owners and business tenants up to a 50% matching grant of up to a maximum of \$9,999 per building/retail center, on a reimbursement basis only, for the funding of well-designed improvements in enhancing their storefronts and streetscapes. The cumulative amount awarded by the Windcrest Economic Development Corporation (WEDC) for the 2012-2013 Fiscal Year will not exceed \$60,000.

Reimbursement Match Calculation Example:

Total Qualifying Project Cost	Maximum WEDC Reimbursement Match
\$1,000	\$500
\$1,500	\$750
\$2,000	\$1,000
\$2,500	\$1,250
\$5,000	\$2,500
\$10,000	\$5,000
\$14,000	\$7,000
\$20,000	\$9,999

Grant funds are subject to budget availability and as a result, funding may not be available for all eligible applicants. Grants are awarded based on available funds.

ELIGIBILITY CRITERIA

1. Applicant must schedule a pre-application meeting with the WEDC Director.
2. Applicant must be a property owner or business tenant of a street level business with street front presence and access.
3. If the Applicant is a business tenant, the business will need to have the property owner's express consent for the proposed improvements and have been established in the City of Windcrest for at least 12 months.
4. Property taxes must be current.
5. Applicant must represent that to the best of their knowledge they have no debts to the City.
6. Applicant must certify that there are no current code enforcement actions pending against the property that would not be mitigated by the project.
7. Preference will be given to businesses located north of Walzem Road. Preference will be given to the following types of businesses:
 - a. Restaurant/Café/Purveyor of Food
 - b. Apparel/Shoes/Home Furnishings & Other Soft Goods
 - c. Grocery/Food & Floral Market/General Merchandise
8. Nonconforming signage on property, if applicable, must be permanently removed as part of the improvement.
9. Applicant must comply with all State and local laws and regulations pertaining to licensing, permits, building code and zoning requirements and obtain the necessary regulatory approvals.

SELECTION CRITERIA

Projects are reviewed on a competitive basis. The Evaluation Form outlines the rating criteria by which each submitted project is assessed. Those projects with the highest weighted average will be granted funding.

ELIGIBLE COSTS

Labor, design, and material costs are eligible costs. Further, permit fees associated with the proposed renovation/rehabilitation and fees for architectural design and engineering for the project are eligible program costs. Costs incurred for alternations or improvements completed prior to receipt of formal written approval by the WEDC are not eligible for reimbursement. Funds cannot be used to correct outstanding code violations or for property damage caused by acts of nature.

The WEDC will provide dollar for dollar matching grants from \$500 to \$9,999 to commercial property/business owners who present eligible projects that will activate the streetscape using high-quality, pedestrian-oriented design elements. Projects must exceed \$1,000 to be considered for a grant.

Criteria in which eligible projects will be determined include:

- Design quality of proposed improvements
- Consistency of design with business activity
- Compatibility with design of surrounding buildings and neighborhood
- Proposed improvements are sufficient to improve the aesthetics of the building/retail center
- Improvement of property will significantly impact the revitalization of the City
- Community involvement of Applicant

QUALIFYING IMPROVEMENTS

Rehabilitation of building facades visible to the street, including storefronts and streetscapes, which consist of new and/or the repair, restoration, replacement, or removal of:

- Cornices
- Gutters and downspouts
- Awnings and canopies
- Siding/trimming, and bricking
- Exterior Lighting
- Painting (limited colors, no day-glow) and masonry cleaning
- Inappropriate or incompatible exterior finishes or materials
- Architectural elements
- Entrance upgrades /doors/windows
- Balconies
- Signage
- Outdoor furnishings in connection with sidewalk cafes
- Landscaping (i.e. plant life, planting beds, planting containers)
- Limited security and accessibility improvements
- Permit and design review fees can be reimbursed through the program

The following repairs are allowed as long as they are part of work which directly affects the storefront and/or streetscape:

- Fences
- Seal coating and re-striping of parking lots
- Bike racks
- Interior window display lighting

In addition, sustainable elements such as bio-swales and semi-permeable pavers may be included in the larger project.

NON-QUALIFYING IMPROVEMENTS

- Roofs
- Structural foundations

- Billboards
- Security systems
- Non-permanent fixtures
- Interior window coverings
- Vinyl awnings
- Personal property and equipment
- Security bars
- Razor/barbed wire fencing

DESIGN REQUIREMENTS

All improvements must conform to applicable City of Windcrest building codes, local, state and federal laws. The following improvements are encouraged:

1. Parapets which serve to hide air conditioning units, gutters, down spouts and other rooftop equipment or structures from view;
2. New storefront construction, appropriately scaled within an existing building;
3. Cleaning, repainting or residing of building;
4. Awnings or canopies that can be both functional and visually appealing;
5. Lighting that is visually appealing and appropriately illuminates signage, storefront window displays, and recessed areas of a building façade;
6. Window display areas which are appropriately scaled and which facilitate night viewing;
7. Window replacement and window framing visible from the street, which is appropriately scaled to the building;
8. Additional signage that is attractively integrated into the architecture of the building, including the window area, awnings or canopies, and entryways;
9. Curbing, irrigation, approved trees, landscaping beds or other landscaping features attached to the building where appropriate; and
10. Removal of architectural barriers to public accessibility.

Other improvements can be made with written approval if they meet the objectives of the Storefront and Streetscape Improvement Program.

APPLICATION

The Applicant will consult with the WEDC's Director, before an application is submitted, to determine Applicant and project eligibility. WEDC staff will then work with Applicant to help Applicant meet program conditions that are required for a commitment of funds. If Applicant is determined eligible, the Applicant will be required to submit the following attachments:

1. Completed application (See Attachment A).
2. Color photographs of existing storefront and streetscape conditions with description of what is represented in each photograph prior to making the proposed improvements.
3. A written statement of the project scope and why improvements are needed. Provide as much detail as possible, including what you are changing or replacing, type of new materials to be used, color, location on building, etc.

4. If the Applicant is a property owner, show proof of ownership.
5. If the Applicant is a business tenant, letter of permission from the property owner to participate in the Storefront and Streetscape Improvement Program.
 - a. Letters should include the expiration date of the current lease.
6. Architectural drawings and/or renderings of the improvements, reflecting placement, materials and colors to be used. Some minor projects may only require pictures of materials.
7. At least two bids from licensed contractors reflecting work to be performed, costs and completion schedule. If the Applicant is a licensed contractor, an additional bid must be submitted to validate the Applicant's bid. Contractor fees and overhead for Applicant owners will not be reimbursed. Any contractor that has submitted a competitive, detailed estimate can be used. All contractors must be licensed and bonded. All construction contracts will be between the applicant and contractor. Contractors cannot be changed unless new bids have been submitted to the WEDC.

RELATED PARTIES

This program is not open for participation to any Windcrest City council member, board or commission member, city employee, or immediate family members of an employee or council/board/commission member.

REVIEW AND APPROVAL

The WEDC has the sole authority to determine eligibility of proposed work and confirmation of completed work. The WEDC's Review Committee will meet monthly to review applications, unless no applications have been submitted. The Applicant need not be present for the Committee meeting. Grant applications will not be reviewed by the Committee until all the requested information is submitted.

The Committee has the right to deny the application if, in its sole opinion, it does not meet the goals or requirements of the program. Certain work may be required or precluded as a condition of funding. If the Committee determines that the project meets the criteria of the program and should move forward, a recommendation is made to the WEDC Board of Directors, which meets on a semi-monthly basis. Generally, an award decision will occur within 45 days of submittal of the complete application.

Applicants will be notified in writing as to whether his/her application has been rejected or approved. Upon approval, the Applicant must enter into a legally binding performance agreement with the WEDC which references and incorporates the Guidelines and General Conditions of this Storefront and Streetscape Improvement Program and the terms and conditions of his/her participation in the program. The specific requirements of this Program include, but are not limited to, the following:

1. Project scope, property location and specific improvements to be undertaken;
2. Amount of the grant;
3. Work commitment period, so that if funds are not used within that period, program funds can be reallocated for other eligible projects;

4. Maintenance requirements and operating standards, which will vary based on nature of establishment;
5. Acknowledgment of the reimbursement claim procedures and supporting documentation needed for reimbursement;
6. Monitoring and right of final inspection by the WEDC;
7. Acknowledgment of change order procedures;
8. Compliance with applicable local, state, and federal laws;
9. Promotional rights of WEDC for the project;
10. Repayment penalty for removal of improvements; and
11. WEDC's standard contract terms and provisions (e.g., liability, indemnification, termination, etc.)

Upon the date of WEDC board approval, the Applicant has 30 days to enter into the above noted agreement with WEDC and 90 days from date of contract execution to begin construction. If the work does not begin within the 90 day period, the Applicant will be notified in writing that the grant will lapse and the grant agreement will be terminated. Once construction has started, the Applicant has one year to complete the improvements. If the improvements are not complete at the end of the one year period, the Applicant will be notified in writing that the grant will lapse and the grant agreement will be terminated. If an approved project is nearing the one year lapse point, an opportunity will be provided for the Applicant to request an extension. One extension may be granted at the discretion of the WEDC Board depending on the project's circumstances and the future needs of the program. If an approved grant does lapse and is terminated, the Applicant may re-apply if funds are available. There is no guarantee that a resubmission will be approved, and the project will be re-evaluated based upon the established criteria detailed above.

After approval, any changes to the project, no matter how minimal, must be approved by the WEDC and a Final Inspection Report must be obtained through the City Secretary/Permit Clerk. Grant recipients will work closely with the WEDC's Director to communicate the project progress and resolve any issues or questions. Funding will be provided on a reimbursable basis after satisfactory project completion and submission of project receipts to WEDC. Further, reimbursement payment will not be issued until the Applicant has paid for the improvement work in full. Reimbursement claims must be accompanied by the following supporting documents: proof of payments (e.g., cancelled checks, paid invoices/receipts of eligible expenses), statements from architects, contractors and/or subcontractors acknowledging that all payments have been received.

ADJUSTMENTS and TERMINATION

The Applicant understands that the WEDC and the City of Windcrest reserves the right make changes in the conditions of the Storefront and Streetscape Improvement Program as they determine in their sole discretion as warranted at any time, including for applications already pending.

If the Applicant seeks to change the scope of their project after a grant has already been approved, the Applicant must meet with the WEDC Director. The Applicant must have written approval on all modifications to remain eligible for grant funding.

All work for approved projects must be complete within one year of the date construction begins unless an extension is granted by the WEDC.

The WEDC has the right to terminate any agreement under the Storefront and Streetscape Improvement Program if a participant is found to be in violation of any conditions set forth in these guidelines or if the project has been started prior to an executed agreement with the WEDC.

GENERAL CONDITIONS

1. It is expressly understood and agreed that the Applicant shall be solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinances and other applicable regulations. Neither approval of a grant application nor payment of the grant upon completion of the project shall constitute approval by any City department or WEDC staff of the project, nor shall approval of such grant application or payment of the grant upon completion constitute a waiver by the City or the WEDC of any safety regulation, building code, ordinance and other applicable regulation.
2. It is expressly understood and agreed that the Applicant is solely responsible for overseeing the work, and will not seek to hold the WEDC, the City of Windcrest, and/or their agents, employees, officers, and/or directors liable for any property damage, personal injury, or other loss related in any way to the Storefront and Streetscape Improvement Program, and by submission of an application, the Applicant agrees to indemnify the WEDC, the City of Windcrest, and/or their agents, employees, officers, and/or directors from any claims or damages resulting from the project, including reasonable attorneys' fees.
3. The Applicant shall be responsible for maintaining sufficient insurance coverage for property damage and personal injury liability relating to the Storefront and Streetscape Improvement Program.
4. The Applicant authorizes the City of Windcrest and the WEDC to promote an approved project, including but not limited to displaying a sign at the site during and after construction, and using photographs and descriptions of the project in material and press releases.
5. The Applicant must agree not to change or alter the improved façade without prior written approval from the WEDC for three (3) years from the date of the rebate check issued under the Storefront and Streetscape Improvement Program. The Applicant agrees to return a pro-rated amount of the grant money received if the improvement is removed within three (3) years.

Evaluation Form

Below is the evaluation criteria and point system that will be used to assess each of the submitted projects.

Evaluation Factor	Possible Points	Score
Design quality of proposed improvements	20	
Consistency of design with business activity	10	
Compatibility with design of surrounding buildings and neighborhood	10	
Proposed improvements are sufficient to improve the aesthetics of the building/retail center	20	
Improvement of property will significantly impact the revitalization efforts of the City	30	
Community involvement of Applicant	10	
TOTAL SCORE RECEIVED	100	

**STOREFRONT AND STREETSCAPE
IMPROVEMENT PROGRAM
APPLICATION**

Applicant Name: Whitestone REIT

Applicant Address: 2600 S. Gessner Road, Suite 500
Houston, Texas 77063

Contact Person: Elisa Evans, Division Manager - San Antonio for Whitestone REIT

Phone: 210-760-9443

Email: eevans@whitestonereit.com

Business Description: Windsor Park Centre - Retail Shopping Center

Certificate of Occupancy/Business Registration Number and Date Issued:

Texas Sales and Use Tax I.D. Number: 76-0594968

Relationship between the Applicant and the storefront and/or streetscape:

☒ Owner ☐ Tenant

Property Owner: Whitestone REIT Operating Company IV LLC

Property Owner's Phone: 713-827-9595

Length and expiration date of lease of business: N/A

If expiration date less than 2 years, do you intend to renew? N/A

Square footage of establishment: 196,599

Days/hours of operation: Open 7 Days a Week 7:00 AM - 9:00 PM

Are all of the business' local, state and federal taxes paid up-to-date?

☒ Yes ☐ No (if no, provide explanation)

Does the business have any outstanding City of Windcrest code violations and/or fines?

☐ Yes ☒ No (if yes, provide explanation)

Grant Amount Requested: \$ 9,999.00

Estimated Cost of the Project: \$88,436.89

Worked to be performed by: Aetna Sign Group, Ltd.

Estimated Project Start and End Dates: 08/15/15 - 11/15/15

What is Applicants' current or past community involvement?: _____

Please include the following information with your application:

1. If the Applicant is a business tenant, letter of permission from the property owner to participate in the Storefront and Streetscape Improvement Program
 - a. Letters should include the expiration date of the current lease
2. Color photographs of existing conditions with description of what is represented in each photograph prior to making the proposed improvements
3. Written statement of the project scope and why improvements are needed. Provide as much detail as possible, including what you are changing or replacing, type of new materials to be used, color, location on building, etc.
4. Architectural drawings and/or renderings of the improvements, reflecting placement, materials and colors to be used. Some minor projects may only require pictures of materials.
5. A copy of bids from at least two (2) different contractors plus an additional bid if Applicant is a licensed contractor and plans to do the work.

By affixing your signature the Applicant acknowledges they have read and agreed to the Windcrest Economic Development Corporation Storefront and Streetscape Improvement Program Guidelines and General Conditions. The Applicant understands that this application and its contents shall be binding on the Applicant at the discretion of the WEDC. Applicant understands that all grants are awarded on rebate basis after all work has been certified completed by the Windcrest Economic Development Corporation. Applicant understands that his/her project will be evaluated and recommendations made as to scope of work to be included in the Storefront and Streetscape Improvement Program. Applicant understands that submittal of this application in no way guarantees him/her a grant from the Windcrest Economic Development Corporation. Applicant understands that additional information may be requested as needed. The Windcrest Economic Development Corporation reserves the right to reject any and all applications at its sole discretion.

It is expressly understood that work commenced or completed prior to the final approval of the grant is ineligible for funding. The Applicant is solely responsible for overseeing the work and will not seek to hold the City of Windcrest or the Windcrest Economic Development Corporation liable for any property damage, personal injury, or other loss related to the Storefront and Streetscape Improvement Program. The Applicant agrees to indemnify the City of Windcrest and Windcrest Economic Development Corporation and/or their agents, employees, officers and/or directors from any claims or damages resulting from the project, including reasonable attorneys' fees.

If property is owned by a corporation, partnership, or joint venture, an individual legally authorized to represent the entity must sign below on behalf of the entity.

Signature of Applicant: Elisa Evans Date: November 16, 2015

Printed Name of Applicant: Elisa Evans Title: Division Manager- San Antonio

Signature of Property Owner: John J. Lee, COO Date: Nov 16, 2015

Printed Name of Property Owner: JOHN J. LEE, CHIEF Title: COO
OPERATING OFFICER



Specifications:
remove and discard existing
cabinets and pole cover
reuse stone base and beam structure

Manufacture and install one (1) new D/F
pole sign as shown.

Main ID - alum. construction, routed out
copy backed with white plex
internally illuminated with H-o Lamps.

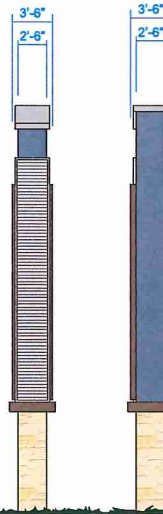
decorative cap/bars - alum. construction,
painted as shown.

exposed neon - clear blue

pole cover - alum. corrugated construction
p/d brushed silver to match building.

tenant cabinets - alum. construction,
4" reathers and divider bars,
white flex faces, internally illuminated
by h-o lamps

Note: all colors and materials to
match building.



(2) 12" stub pipes to required height needed
field survey required prior to production

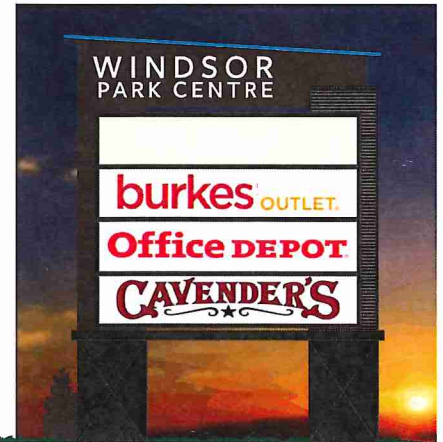


Photo Survey of Existing - N.T.S.

Aetna
SIGN GROUP

2438 FREEDOM DRIVE + SAN ANTONIO, TX 78217 + PH: 210.626.2600
FAX: 210.477.2923 + WWW.AETNASIGN.COM + FOLLOW US ON

All signs will be manufactured to accommodate 120 volt current unless otherwise instructed
by customer. Note: Aetna will supply transformers, boxes, disconnects, switches & letters.
Installers are to provide all other necessary hardware to accomplish installation.

CLIENT:	Windsor Park Centre	DRIVER#:	2872.2
ADDRESS:	8610 Windcrest	SUBS. REF:	Katherine M.
CITY:	San Antonio, TX	DESIGNER:	Amie V.
DATE:	5-26-15	CLIENT APPROVAL:	
COMPUTER FILE:	artidwg/mico/2872_windsor park	TSCL#:	18370
REVISION HISTORY:	5-15-15, B-8-15		

Unpublished Work. Aetna Sign Group, LTD. All rights reserved. This is an original drawing created by Aetna Sign Group, LTD. It is submitted for your personal use; however, it shall at all times remain the property of Aetna Sign Group, LTD. It may be used in connection with the project being planned for you by Aetna Sign Group, LTD., but not otherwise. You are not authorized to show this drawing to anyone outside your organization, nor is it to be reproduced, used, copied, or exhibited in any fashion. Violation of any of the above shall subject the violator(s) to all statutory and common law damages available to Aetna Sign Group, LTD., including, but not limited to, the value of man hours incurred in the production of this design, attorney's fees, and any and all other costs incurred by Aetna Sign Group, LTD. in the enforcement of its copyright.

National Building Codes now state all signs that utilize neon transformers, sized at 7,500 volts and up, must utilize UL2161 (GFI) transformers. This type of transformer must have a dedicated electrical (GFI) circuit with ground for the transformer to work. You are responsible to have the proper electrical service to the sign location. Please contact your Aetna Sign Group representative if you need additional information.

**INVOICE****INVOICE NO:**
0053610-IN**BILL TO:** Whitestone Reit
2600 S. Gessner
Houston, TX**JOB:** Windsor Park Centre
8610 Windcrest
Windcrest, TX

DATE	ORDERED BY	CUSTOMER P.O. #	TERMS	REP	ORDER #
11/9/2015			On Receipt	KM	0010052

DESCRIPTION	QTY	PRICE	AMOUNT
Furnish labor and material to perform the following: Remove one (1) existing cabinet and leave steel supports. Manufacture and install new pole covers, cabinet and new mason supports for bottom of pylon sign.	1.000	48,741.000	48,741.00
Materials	1.000	32,494.000	32,494.00
Labor	1.000	500.000	500.00
Permit & Acquisition Cost			

Deposit Ck #	<u>74354</u>
Amount Received \$	<u>44,218.44</u>
Balance Due \$	<u>44,218.45</u>

Net Invoice:	81,735.00
Sales Tax:	6,701.89
	88,436.89



CELEBRATING 80 YEARS OF SIGNING THE BEST NAMES IN BUSINESS!

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into between AETNA SIGN GROUP, LTD., located at 2438 Freedom Drive, San Antonio, Texas 78217, hereinafter referred to as Seller, and Whitestone Reit Operating Co. IV LLC, located at 2800 S. Gessner Rd Suite 500, Houston TX 77063, referred to as Buyer.

Buyer is an ☐ Individual, ☐ Partnership, ☐ Limited Partnership, ☐ Corporation, or ☒ Limited Liability Company, and if not an Individual, is organized under the laws of the State of Texas.
Windsor Park Centre - 8610 Windcrest, Windcrest, TX

Installation Address

At Buyer's special order and specifically for Buyer's use, Seller agrees to have fabricated and installed the following advertising display(s), hereinafter referred to as the "Display", in conformity with the plans and specifications as follows:

Furnish all labor, material and equipment necessary to manufacture, deliver and install the following:
Remove one (1) existing cabinet and leave steel supports. Manufacture and install new pole covers, cabinet and new mason supports for bottom of pylon sign.

\$81,235.00

All work is to be done in accordance with Drawing No. 2872.2 dated 5.26.15 attached hereto and incorporated herein for all purposes, this day approved in writing by the parties hereto. In case of variance between the above specifications and the approved drawing, the latter shall prevail. Buyer agrees to and does hereby purchase said Display for the purchase price and under the conditions hereinafter set out, and Buyer agrees to pay the price below and to comply with all of the terms and provisions herein.

1. PURCHASE PRICE:

	Subtotal	Tax Rate	Sales Tax	Total
Materials	\$ 48,741.00	8.250%	\$ 4,021.13	\$ 52,762.13
Labor	\$ 32,494.00	8.250%	\$ 2,680.76	\$ 35,174.76
P & A	\$ 500.00	0.000%	\$ -	\$ 500.00
Project Total	\$ 81,735.00	8.250%	\$ 6,701.89	\$ 88,436.89

Buyer shall pay \$81,735.00 plus sales tax of \$6,701.89 for a total price of \$88,436.89 for the Display. Buyer shall also deliver to Seller on the date this Purchase Agreement is signed by Buyer the sum of \$44,218.45 as down payment. Upon completion of said work, the balance of \$44,218.44 is due and payable, whether or not the Display is used or operated by Buyer or final electrical connection has been made.

IMPORTANT NOTICE: ALL OVERDUE AND DELINQUENT PAYMENTS WHICH ARE PAST DUE FOR MORE THAN THIRTY (30) DAYS SHALL BEAR INTEREST AT AN ANNUAL PERCENTAGE RATE OF 18%

Seller Aetna Sign Group, Ltd.

By [Signature]

Title Office Manager

Date 5/18/15

Buyer Whitestone Reit Operating Co. IV LLC By See Attached

Title

Date

ELECTRIC DISPLAY MAINTENANCE AGREEMENT

(Check Items Covered)

- ☐ Make prompt inspection of Display
- ☐ Replace defective transformers / ballasts
- ☐ Maintain flasher(s)
- ☐ Repaint as needed
- ☐ Other _____

- ☐ Repair or replace inoperative luminous tubes
- ☐ Repair defective wiring within Display
- ☐ Maintain and reset time switch
- ☐ Repair structure as needed

- ☐ Replace burned out lamps
- ☐ Replace broken or defective housings, sockets, tube supports and insulators
- ☐ Clean Display

NOTE: Electrical wiring service to the Display and controls of same located outside of Display body are not included in this ELECTRIC DISPLAY MAINTENANCE AGREEMENT. The services rendered hereunder begin ninety (90) days after installation and remain in force for a period sixty (60) months and are to continue thereafter for similar periods unless notice of termination in writing is given by either party at least thirty (30) days prior to the expiration of such period.

Buyer agrees to pay N/A per month commencing the 1st of the month following ninety (90) days after installation of the Display. The monthly maintenance fee stated herein shall be for the first twelve (12) months of the effective operation of the ELECTRIC DISPLAY MAINTENANCE AGREEMENT. Thereafter, for each twelve (12) month period there shall be a (7%) Seven percent increase in the maintenance fee hereunder.

Buyer N/A

By

Title

Date

NOTICE: THIS IS A LEGAL DOCUMENT WITH BINDING OBLIGATIONS. "READ BOTH SIDES OF THIS INSTRUMENT BEFORE SIGNING AS THE TERMS OF THIS AGREEMENT ARE SET OUT THEREON"

6. **LIMITED WARRANTY:** Seller warrants all new materials or services delivered hereunder to be at time of completion of job and time of delivery to Buyer, free from defects of material or workmanship and in conformity with the drawings and specifications approved by Seller. Seller agrees to replace or, at its option, repair any products or parts thereof, which are found defective in material or workmanship within ninety (90) days from time of job completion and delivery to Buyer. Seller's obligation with respect to such products or parts shall be limited to replacement or repair, and in no event shall Seller be liable for consequential, incidental, or special damages, or for transportation, installation, adjustment, or other expenses which may arise in connection with such products or parts. **THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES.** Seller's obligations hereunder shall extend only to defects for which Buyer shall have given Seller written notice thereof within ninety (90) days after date of delivery or installation. Buyer is NOT authorized to make independent arrangements for warranty work. All warranty work on said Display shall (1) be arranged or subcontracted by Seller or (2) be done by the employees and/or representatives of Seller. In the event that Buyer does not permit Seller to inspect and arrange for the repair on any warranty work required under this Agreement or Buyer makes independent arrangements for such repair work, Buyer agrees that Buyer shall be solely responsible for the cost of such repairs. In the event Buyer does not comply with the above, Seller hereby **EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, AND BUYER PURCHASES THE DISPLAY "AS IS" AND "WITH ALL FAULTS," WAIVING ALL WARRANTIES HEREUNDER.**

7. **MAINTENANCE:** Upon Buyer's acceptance of the **ELECTRIC DISPLAY MAINTENANCE AGREEMENT ("EDMA")** as set out on the front side hereof, and subject to the terms of paragraph fourteen (14) hereof, and so long as Buyer is not delinquent in any of the payments due to Seller or otherwise not in default under this Agreement, Seller shall provide, at its own expense, maintenance service for the Display by performing services set out on the front side hereof. Maintenance service shall only include necessary repairs resulting from normal operation of the Display and shall be limited to the work specifically set forth under the EDMA on the front side hereof. All repairs not covered hereunder shall be at the Buyer's sole expense. This EDMA does not include the repair or replacement of any parts damaged or destroyed by intentional acts or negligence of Buyer, Buyer's customers, agents, employees, contractors or third parties; or by fire, wind, hail, war, earthquake, tornado, hurricane, flood, labor disturbance, vandalism, power failure or fluctuation, aircraft, and/or vehicle collisions, radio or television interference, or acts of God. It is, however, inherent in mercury tubes to become dim in cold weather, though same does not cause any permanent effect thereto; hence, the Seller shall not be responsible for replacement or repair of said tubes.

Buyer represents to Seller that the Display is in good and workmanlike order at the time of the execution of this EDMA. Buyer agrees that there are no hidden or latent defects in the Display not visible from an "on the ground" inspection of the Display. If the Buyer has had any other inspections or maintenance work done on the Display within the prior twelve (12) months, Buyer agrees, on execution of this Agreement, to furnish Seller with copies of all such maintenance agreements and reports of inspection or repair work performed on the Display. All maintenance service performed on the Display shall be performed by Seller or its authorized representatives, and Buyer shall not be entitled to authorize or permit any repairs, replacement or maintenance service on the Display, or any portion thereof, without the prior written consent of Seller. Buyer will notify Seller of any requested repairs, and Seller shall respond to the request within a reasonable period of time. Maintenance service will be rendered between 8:00 am and 6:00 pm Monday through Friday except recognized local and national holidays. Adjustments to Display required by daylight savings changes and training of Buyer's personnel in the operation of the Display are not covered under this EDMA.

Notwithstanding the above, Seller is not required to service an incandescent lighting Display such as a time and temperature or electric message center until ten percent (10%) of the bulbs are defective. This EDMA relates only to the Display and does not include customer's primary electrical wiring to the Display or any other control equipment attached to same. Seller shall not be responsible for maintenance service in the event Buyer permits, or fails to remove, any obstruction affecting access to Display.

Notwithstanding anything to the contrary herein, Seller shall have the right at any time after the first twelve (12) months of this EDMA, and from time to time, to give notice of an increase in the monthly rate. Seller shall give Buyer thirty (30) days' written notice of the rate increase. Buyer shall notify Seller within ten (10) days of receipt of such notice from Seller if Buyer does not wish to continue the EDMA under the new rate. In the absence of such notice from Buyer, the new rate will automatically go into effect. Should the Buyer fail to agree to the new rate, Seller may, at its sole option, elect to terminate this EDMA by giving Buyer thirty (30) days' written notice of such election. However, Buyer shall remain liable to Seller for all fees (excluding the disapproved increase) owed by Buyer to Seller up to the date of termination of the EDMA.

In the event Buyer cancels this EDMA prior to its expiration, then Buyer shall be liable to Seller, in the form of liquidated damages, for a sum equal to one-half the balance of the current monthly maintenance fee multiplied by the remaining months of the EDMA. This amount shall be considered as liquidated damages due to the difficulty of establishing actual damages for lost profits and not a penalty.

8. **INSURANCE:** As long as any amount remains payable to Seller, Buyer shall insure Display and name Seller in the loss payable clause of such insurance policy for the benefit of Seller against loss by fire or other casualty, and Buyer shall furnish Seller with evidence of such insurance upon demand. Seller shall maintain during the term of this Agreement public liability insurance against claims for bodily injuries or property damage in the amounts of \$250,000 for each person and \$500,000 for each occurrence, and property damage in the amount of \$100,000 for each occurrence.

9. **PERMITS AND LICENSES:** Seller shall not be obligated to commence fabrication of the Display until all necessary permits have been issued. If permits are denied after reasonable effort by both parties to secure same, then this Agreement shall terminate without liability to either party, except that Buyer shall pay Seller for reasonable compensation for labor and costs expended until the time permits are denied. Buyer shall be responsible for securing and maintaining in effect written consent from the record owner of the premises upon which Display is to be installed and for all other private permissions, consents or licenses, including, but not limited to, the use of registered trademarks or copyrights used on the Display, necessary for the installation, maintenance, and use of the Display.

10. **TAXES:** Buyer shall pay all personal property, sales, rental, use and any other municipal or other taxes which may be levied, imposed or assessed by law on the Display or improvements thereon. Buyer shall reimburse Seller for the full amount of taxes described above which may be billed to and paid by Seller.

11. **DESIGNATION OF DISPLAY LOCATION, BUILDING REINFORCEMENT AND UNDERGROUND OBSTRUCTIONS:** Buyer stipulates that it has designated the location of the Display, and Buyer will, at its own expense, provide for any reinforcement or alterations to the building which are necessary for the installation of the Display. Buyer, at its expense, will further provide direct, unobstructed access for installation and maintenance of the Display.

In the event Seller must relocate or move power lines, or encounter any other overhead obstructions or any buried obstruction, adverse soil conditions, or other extraordinary condition (a) of any nature whatsoever, then Buyer shall be solely responsible for any additional cost and liability. Seller or its agents will not be held responsible for any damage to above ground improvements such as, but not limited to, asphalt, concrete, sidewalks, planters, landscaping, curbs, etc., resulting from the installation or maintenance of the Display.

Standard Drilling

Estimated hours noted under paragraph 5 of page 1 is based on a standard drilling rig at an hourly rate of \$100 - \$400 per hour based on hole size.

Rock Drilling

As required, rock drilling is based on an hourly rate of \$500 per hour. Additional cost to replace damaged drill bits/teeth at \$40 each.

12. **ALTERATIONS TO DISPLAY:** Seller must first approve and accept any alteration or deviation from specifications as herein agreed upon before any alteration or deviation as requested by Buyer becomes a part of this Agreement. If an alteration or deviation is approved by Seller, such shall become a part of this Agreement.

13. **SUSPENSION OF FABRICATION:** In the event Seller is requested or required by Buyer to stop or delay the manufacture, delivery, and/or installation of said Display, for any reason or occurrence out of the control of Seller, then Buyer shall immediately pay the full purchase price or any amount remaining

due to Seller. Furthermore, upon such request, Buyer shall be solely responsible for storage charges and any increases in labor and material costs incurred by Seller in the completion of fabrication. Buyer's failure to comply with this provision will be deemed and construed as an anticipatory breach of this Agreement. In the event Buyer complies with the foregoing, Seller will complete the manufacturing, delivery, and/or installation within a reasonable period of time upon request of Buyer.

14. **DELIVERY AND PERFORMANCE:** Seller shall not be held responsible for, and the period of time required for completion of any project or maintenance or repairs, shall be tolled during any time when Seller is delayed or prevented from completing the obligations hereunder because of strikes, breakage, fire, war, labor disputes, commercial delays, acts of God, regulations or restrictions of any government entity or public authority, or any accidents or forces, conditions, or circumstances beyond Seller's control, and Seller shall not be liable for any loss whatsoever suffered by Buyer, directly or indirectly, as a result of any such events. Buyer agrees to examine and inspect all installations, repairs, and maintenance, and within ten (10) days, notify Seller in writing of any complaints about work performed under this Agreement. The failure of Buyer to give such written notice shall constitute acceptance of the work performed. The provisions of this paragraph shall not be limited by any provision in which time is made of the essence. Notwithstanding anything in this Agreement to the contrary, if at any time prior to completion of this Agreement Seller's prospects for payment are, in Seller's sole discretion, impaired, Seller may require payment in advance before permitting delivery or any installation or services hereunder, and may demand Buyer's immediate performance of its obligations hereunder. If requested by Seller, Buyer shall furnish evidence satisfactory to Seller, prior to commencement of Seller's work hereunder or at any time thereafter, that sufficient funds are available and committed to pay the full amount owing by Buyer under this Agreement.

15. **DESIGNS:** It is understood and agreed that Seller shall at all times have title to all original drawings, designs, and specifications relating to the work hereunder, which were developed or created by or on behalf of Seller, and Seller hereby claims copyright, where applicable, of all such drawings, designs, and specifications. Payment of all or part of any amounts hereunder does not pass title to the "original drawing, designs, specifications" of said Display, although the same may be reproduced with the expressed written consent of Seller. Buyer shall, upon request of Seller, promptly return all drawings, designs, and specifications, and copies thereof, to Seller during all times which Buyer owes Seller any amounts hereunder.

16. **BREACH OF AGREEMENT:** The parties stipulate that the Display is not an article of general trade or utility but is designed and is to be constructed and installed at the request and for the special distinctive uses and purposes of Buyer. The Display is of no value to Seller, and therefore, the Display having no resale or other value to anyone except Buyer, this Agreement is not cancellable except with expressed written permission of the Seller. Buyer shall be deemed to have breached this Agreement by insolvency, default in payment of amounts due as set forth herein, abandonment of the Display or vacating the premises where the Display is located, termination or transfer of Buyer's interest in the premises, appointment of a receiver for Buyer's business, the filing of a voluntary or involuntary petition of bankruptcy with respect to Buyer, or any act or omission of Buyer in contravention to this Agreement.

In addition to Buyer's other obligations hereunder, in the event Seller shall institute any action or lawsuit for the enforcement of the obligations of Buyer hereunder, Buyer shall pay and indemnify Seller for all costs of court, reasonable attorney's fees expended, interest as allowed by law, and pay Seller all amounts awarded by the court as a result of such proceedings.

Buyer's breach of any provision in any other Purchase or Lease Agreement or Confirmation of Order with Seller shall also be deemed to be a breach hereunder, and Seller may suspend its performance under this and all other agreements with Buyer until Buyer provides Seller with adequate assurance of performance within a reasonable time (not to exceed ten (10) days) after Seller has informed Buyer, orally or in writing, of its grounds for insecurity.

17. **SECURITY INTEREST:** Buyer grants Seller a SECURITY INTEREST in the Display until all obligations to Seller are fully paid. Seller may file and record this Agreement as a financing statement under Article 9 of the Texas Uniform Commercial Code, in addition to any other permitted standard or nonstandard forms. If Buyer shall fail to pay as agreed herein, Seller (or Seller's representatives) shall have the right, and is hereby authorized and empowered to take and resume possession of, and remove into its possession, with or without process of law, the Display and all other property described herein, wherever found, and remove and sell the same at either public or private sale at such time and place as Seller shall choose, and as allowed by law, and Seller shall apply the proceeds of such sale as a credit upon the obligations of Buyer hereunder. In such event, Seller is entitled to recover all expenses of sale, including any reasonable attorney's fee necessary in handling the matter, without prejudice to Seller to the further enforcement of any balance of such obligation due Seller by Buyer, or expenses remaining due from such sale. In the event the proceeds of such sale exceed the balance of Buyer's obligation to Seller and the expenses of sale, Seller shall forward any such excess to Buyer. Buyer shall not use said Display so as to lessen the value of Seller's SECURITY INTEREST or impair the operation of said Display, and in the event the Display is damaged through the intentional acts or negligence of Buyer, Buyer's customers, its agents or employees, contractors or third parties, or by wind, hail, earthquake, fire, war, tornado, hurricane, flood, labor disturbance, vandalism or acts of God, Buyer agrees to pay for the necessary expenses to restore said Display in operable condition. After delivery and/or installation (whichever is contracted for), in the event the Display is lost, stolen, destroyed, or otherwise impaired, Buyer shall remain liable to Seller for all amounts hereunder. UNTIL BUYER'S OBLIGATIONS TO SELLER ARE FULLY SATISFIED HEREUNDER, THE PROPERTY DESCRIBED HEREIN WILL REMAIN PERSONAL PROPERTY OF SELLER WHETHER THE SAME IS ATTACHED IN ANY MANNER TO THE REALTY OR NOT. SAID PROPERTY SHALL NOT, BY REASON OF ATTACHMENT OR CONNECTION TO THE REALTY, BECOME OR BE DEEMED A FIXTURE OR APPURTENANT TO SUCH REALTY. No transfer, renewal, extension, or assignment of this Agreement or of any interest hereunder, and no loss, damage, or destruction shall release Buyer or any Guarantor from the obligations assumed hereunder.

During all times in which Buyer is obligated for any amounts to Seller hereunder, Buyer shall keep said property free from all tax liens and other encumbrances, and any sum of money that may be paid by Seller to release any such liens or encumbrances shall be paid on demand by Buyer in addition to the obligations secured hereunder.

18. **ASSIGNMENT:** This Agreement shall be binding and inure to the benefit of the successors, assigns, and legal representatives of the parties provided, however, that the interest of Buyer herein shall be assigned only with the expressed written consent and approval of Seller. No transfer or assignment of this Agreement or any interest hereunder shall release Buyer from its obligations hereunder.

19. **WAIVER OF CONSUMER RIGHTS:** BUYER WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES ACT, SECTION 17.41 ET SEQ., BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. BUYER STIPULATES IT HAS CONSULTED WITH AN ATTORNEY OF ITS OWN SELECTION, AND VOLUNTARILY CONSENTS TO THIS WAIVER.

20. **MISCELLANEOUS:** ALL REPRESENTATIONS OF SELLER ARE STIPULATED AND SPECIFIED IN THIS AGREEMENT. No modifications hereof shall be valid unless made in writing and signed by both Seller and Buyer. No waiver by either party hereto shall be a waiver of any subsequent breach or failure to perform the same or any other term, condition, or obligation hereof. It is agreed by the parties hereto that venue of any action arising under this Agreement shall be in Bexar County, Texas, and the laws of the State of Texas shall govern this Agreement. Should any part of this Agreement contravene public policy, or laws of the jurisdiction in which it is sought to enforce the same, then such part shall be considered null and void and have no force and effect, and the balance of the terms and conditions of this Agreement shall remain valid and in full force and effect. Buyer expressly grants Seller the right to use photographs, drawings or other replicas of the Display specified herein in its brochures, pamphlets, displays or other advertising media in the ordinary course of business of Seller. Seller may place on the Display its name and telephone number and location of such information shall be determined by Seller. Buyer agrees that Buyer is purchasing said Display for business or commercial purposes or use and not for personal, family or household use or purposes. In regard to payment of any amount due hereunder, time is of the essence.

ADDENDUM TO PURCHASE AGREEMENT
Between
AETNA SIGN GROUP, LTD and
WHITESTONE REIT OPERATING COMPANY LLC

1. The fourth sentence of Section 11 is deleted and replaced with the following "Except where caused by the negligence or intentional acts of Seller or its agents, Seller or its agents will not be held responsible for any damage to above ground improvements such as, but not limited to, asphalt, concrete, sidewalks, planters, landscaping, curbs, etc., resulting from the installation or maintenance of the Display".

2. The first sentence of Section 15 hereof is revised to add the following phrase at the beginning of the sentence "Until such time as Buyer has made full and final payment hereunder,". The second sentence of Section 15 is hereby deleted in its entirety and replaced with the following "Upon full and final payment by Buyer of the amount required hereunder, title to the "original drawing, designs, and specifications" of the Display shall pass from Seller to Buyer and Seller shall execute any documents necessary for such transfer."

3. The fourth sentence of Section 16 hereof is deleted in its entirety and replaced with the following "In the event that either party shall institute any action or lawsuit for the enforcement of the obligations of the other party hereunder, the losing party shall pay and indemnify the winning party for all costs of court, reasonable attorney's fees expended, and interest as allowed by law, and shall pay the winning party all amounts awarded by the court as a result of such proceedings."

4. The following two sentences are added to the end of Section 17 "Upon full and final payment by Buyer of the amount due Seller hereunder, Seller shall immediately release any security interest claimed hereunder and file a release for any financing statement filed hereunder. Notwithstanding anything herein to the contrary, in no event shall Seller be permitted to sell any proprietary information of Buyer or any affiliate of Buyer."

5. The sixth sentence of Section 20 is hereby deleted. The seventh sentence of Section 20 is hereby amended to add the following phrase at the end of the sentence ", provided that the size of the font and location of the information is commercially reasonable and customary in the industry".

SELLER:

BUYER:

AETNA SIGN GROUP, LTD.

WHITESTONE REIT OPERATING COMPANY IV LLC

By: Whitestone REIT Operating Partnership LP,
a Delaware limited partnership, its sole member

By: Manuel Ramos

Name: Manuel Ramos

Title: Office Manager

By: Whitestone REIT, a Maryland REIT,
its general partner

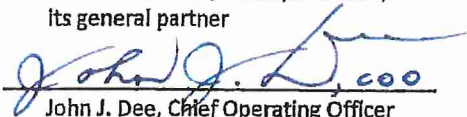
By: John J. Dee
John J. Dee
Chief Operating Officer

BUYER:

WHITESTONE REIT OPERATING COMPANY IV LLC

By: Whitestone REIT Operating Partnership LP,
a Delaware limited partnership, its sole member

By: Whitestone REIT, a Maryland REIT,
its general partner

By: 
John J. Dee, Chief Operating Officer

25'-0"
23'-0"
3'-6"
2'-6"
27'-6" existing + beam

Specifications
remove and discard existing
cabinets and pole cover
reuse stone base and beam structure

Manufacture and install one (1) new D/F
pole sign as shown

Main ID - alum. construction, routed out
copy backed with white plex
internally illuminated with H-o Lamps

decorative top cap- alum. construction,
painted brushed silver

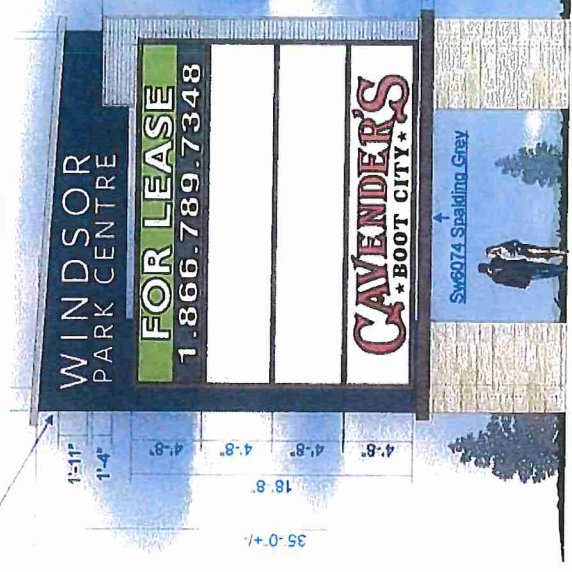
exposed neon - clear blue

pole cover - alum. corrugated construction
p/d brushed silver to match building

tenant cabinets - alum. construction,
painted Sw6074 Spalding Grey
4" retainers and divider bars,
white flex faces, internally illuminated
by h-o lamps

Mason base to match existing limestone
base of large pylon.

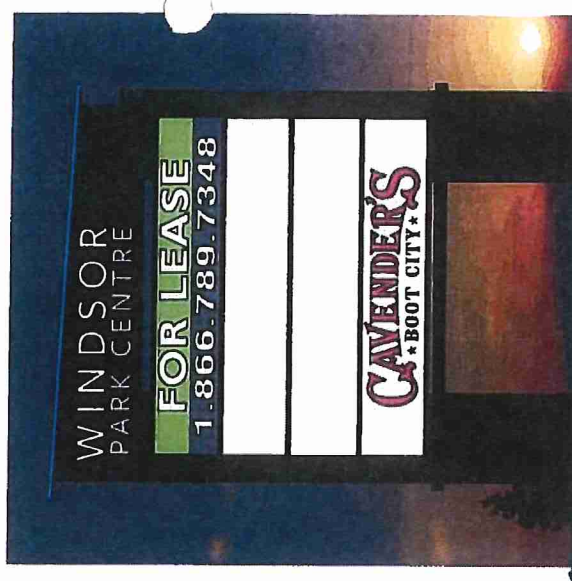
Sw6244 Naval Blue



6'-0" 14'-0" 23'-1" center to center 6'-0"

23'-1" center to center

Front View- Scale 1/8" = 1'-0"



9'

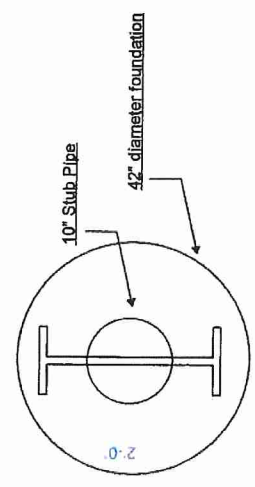


Photo Survey of Existing - N.T.S

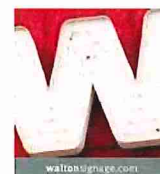
aeina
SIGN GROUP

2438 FREEDOM DRIVE • SAN ANTONIO, TX 78217 • PH 210.624.2800
FAX 210.477.2323 • WWW.AEINASIGN.COM • FOLLOW US ON

DATE	Windsor Park Centre
ADDRESS	8610 Windcrest
CITY	San Antonio, TX
DATE	5-26-15
COMPUTED BY	art@aeinagroup.com/2672 Windsor park
REVISION HISTORY	5-15-15, 8-6-15, 9-10-2015, 9-11-15, 9-16-15

UNPUBLISHED WORK. Aetna Sign Group, LTD. All rights reserved. This is an original drawing created by Aetna Sign Group, LTD. It is submitted for your personal use; however, it shall at all times remain the property of Aetna Sign Group, LTD. It may be used in connection with the project being planned for you by Aetna Sign Group, LTD., but not otherwise.

Violation of any of the above conditions shall constitute an admission of liability on the part of the user, and shall be subject to the full and exclusive jurisdiction of the courts of the State of Texas, and any and all other courts having jurisdiction over the same.



May 20, 2015

PROPOSAL

Windsor Center Mall

8680 Fourwinds Dr
Windcrest, TX 78239

Whitestone REIT

Attn: Elisa Evans
PO Box 691942
San Antonio, TX 78269

ITEMIZED ESTIMATE	QTY	PRICE EACH	EXT PRICE
29' 5" x 24' 5" double face pylon sign	1	\$ 50,233.00	\$ 50,233.00
Site Survey	1	\$ 350.00	\$ 350.00
Permit Acquisition	1	\$ 357.00	\$ 357.00
Installation	1	\$ 24,461.00	\$ 24,461.00
Engineering	1	\$ 393.00	\$ 393.00
Freight	1	\$ 556.00	\$ 556.00
Estimated Project Total*			\$ 76,350.00

PROJECT NOTES*

THIS PROPOSAL IS FOR REVIEWING COST ONLY AND IS NOT CONSIDERED A CONTRACT. UPON APPROVALS, AN EXECUTABLE AGREEMENT WILL BE SENT TO YOU AND WILL REQUIRE SIGNATURE OF APPROVALS.

Prices based on final engineering and site survey.

Pricing is good for 30 days.

Pricing excludes permit fees and taxes.

Permit fees and taxes will be on the final invoice.

Installation assumes easy access and is based on standard installation hours utilizing non-union labor.

Primary electrical to sign location by others within six feet of sign.

Installation assumes normal soil conditions.

Robert Colunga WEDC Executive Director

WEDC Report for Month of November 2015

1. Working on finalization of CC uses with developer and property owner on 25.69 acres.
2. Preparing and bringing before Planning and Zoning & City Council in public hearing platting changes for development in the City of Windcrest.
3. Preparing and bringing before Board of Adjustments the Holiday Inn height variance.
4. Finalizing with Drury, TXDOT and tenant on final stages of lease agreement and development of the pad site, changes to plat and TXDOT for IH35 access road issues.
5. Working with the owners of the property located next to Conn's where Amazing jump is located on new tenants and development of the outlying area of the building on the east side of the property.
6. Conducting Pre-Construction & Construction meetings with engineers, staff, inspectors and utilities on four new developments and working with city staff on possible items requiring council approval.
7. Continue to work with Rackspace on possible new business located on the former Windsor Park Mall Area.
8. Meeting with Lipscomb/Busby on multiple new possible owners for retail development on the 111 acres
9. Made payment to Dunkin Donuts and Casa Bunch LLC for completing the Storefront Improvement Projects.
10. Final stage of the IH35 Project with developers, investors and legal to finalize the development and incentives here in Windcrest.
11. Completing with Stratford Land on the sale of property on 26 acres of property and on another sale of approximately 35 acres.
12. Completing with East Group Properties on their portion of land purchased from Stratford Land and development of the additional 22 acres and possible other developments in Windcrest which is set for review by P&Z and City Council for platting.
13. Working the Weitzman Group on matters concerning the development of their property and two possible additions (Pollo Tropical & Holiday Inn).

Windcrest EDC
Quarterly Investment Report
December 31, 2014 to March 31, 2015
Portfolio Summary Management Report

<u>Portfolio as of December 31, 2014</u>			<u>Portfolio as of March 31, 2015</u>		
Beginning Book Value	\$	164,544	Ending Book Value	\$	124,992
Beginning Market Value	\$	164,500	Ending Market Value	\$	124,992
	\$	1	Investment Income for the quarter	\$	94
Unrealized Gain / Loss	\$	-	Unrealized Gain/Loss	\$	-
			Change in Unrealized Gain/Loss	\$	-
			*Change in Market Value:	\$	(39,508)

Authorized by:

Sarah Mangham, CGFO
Municipal Finance Officer

Robert Colunga
EDC Director

This report is prepared in compliance with the City's Investment Policy and reporting requirements in the Government Code Chapter 2256.

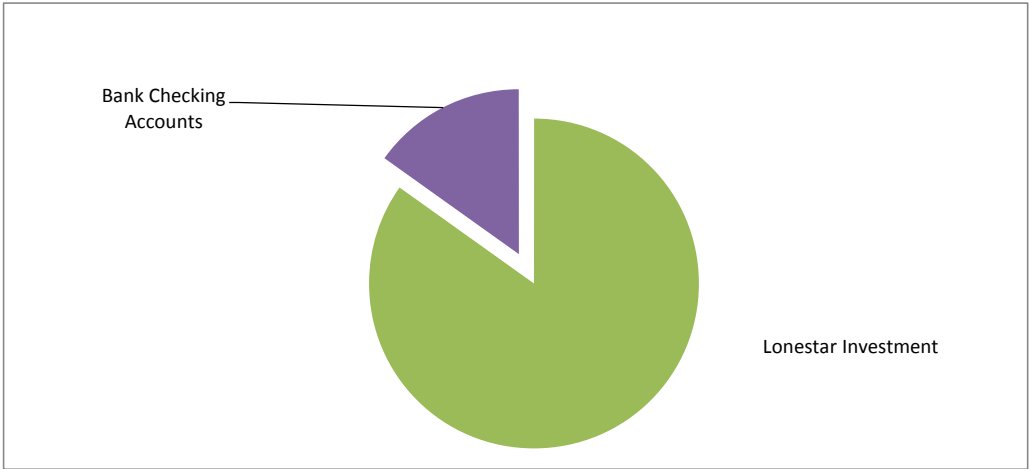
*Change in Market Value is required data, but will primarily reflect the receipt and expenditures of the City's funds from quarter to quarter.

Your Portfolio

As of March 31, 2015

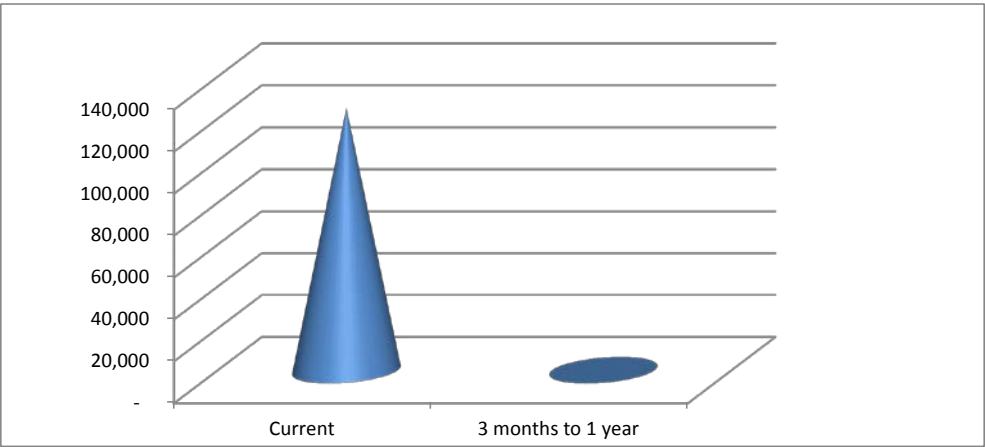
Your portfolio by diversification.

Lonestar Investment	152,093
Bank Checking Accounts	(27,101)



Your portfolio by maturity.

Current	124,992
3 months to 1 year	-



Your Portfolio

As of March 31, 2015

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term (days)
Investment Pools	152,093	152,093	152,093	121.68%	1
Money Market Funds	-	-	-	0.00%	1
Bank Accounts	(27,101)	(27,101)	(27,101)	-21.68%	1
CDs	-	-	-	0.00%	129/365

WINDCREST EDC FINANCE SUMMARY
For the Period Ending March 31, 2015

Acct Code			Account	Rate	Term (days)
Frost Bank Accounts:					
13-1102	Pooled Cash*****		\$ (56,077)		
13-1105	Economic Development Corporation		\$ 28,976	0.0010%	1
13-1106	Economic Development Corporation Lonestar Investment Pool		\$ -	0.0010%	1
13-1106	Economic Development Corporation Escrow		\$ -	0.0010%	1
	Total - Frost National Bank		\$ (27,101)	0.0010%	1
INVESTMENTS:					
			\$ 152,093	0.0000%	1
13-1118	Lonestar Investment Pool	152,093.00			
	TOTAL ALL FUNDS		\$ 124,992		

Fund	Fund Title	Balance	Interest Earned
13	Economic Development	124,991.84	94.08
	Total	124,991.84	94.08

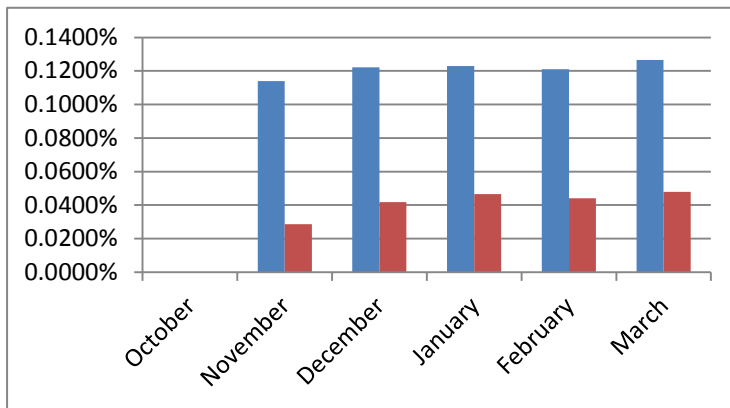
***** Pending transfer of funds for vehicle, and also final Adjustment for reclass of legal fees.

FROST - ALL ACCOUNTS

	2009-10	2010-11	2011-12	2012-2013	2013-14	2014-15
October	0.5000%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
November	0.5000%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
December	0.5000%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
January	0.5000%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
February	0.5000%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
March	0.5000%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
April	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
May	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
June	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
July	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
August	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
September	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%

No graph for Frost Accounts.

Lonestar vs. TexPool Rates



	2014-15 Lonestar	2014-15 TexPool
October	0.0000%	0.0000%
November	0.1140%	0.0286%
December	0.1222%	0.0418%
January	0.1229%	0.0465%
February	0.1211%	0.0441%
March	0.1265%	0.0480%
April		
May		
June		
July		
August		
September		

Windcrest EDC
Quarterly Investment Report
July 1, 2013 to September 30, 2013
Portfolio Summary Management Report

<u>Portfolio as of June 30, 2013</u>		<u>Portfolio as of September 30, 2013</u>	
Beginning Book Value	\$ 1,199,143	Ending Book Value	\$ 662,151
Beginning Market Value	\$ 1,199,143	Ending Market Value	\$ 662,151
	\$ 27	Investment Income for the quarter	\$ 19
Unrealized Gain / Loss	\$ -	Unrealized Gain/Loss	\$ -
		Change in Unrealized Gain/Loss	\$ -
		*Change in Market Value:	\$ (536,992)

Authorized by:

Sarah Mangham, CGFO
Municipal Finance Officer

Robert Colunga
EDC Director

This report is prepared in compliance with the City's Investment Policy and reporting requirements in the Government Code Chapter 2256.

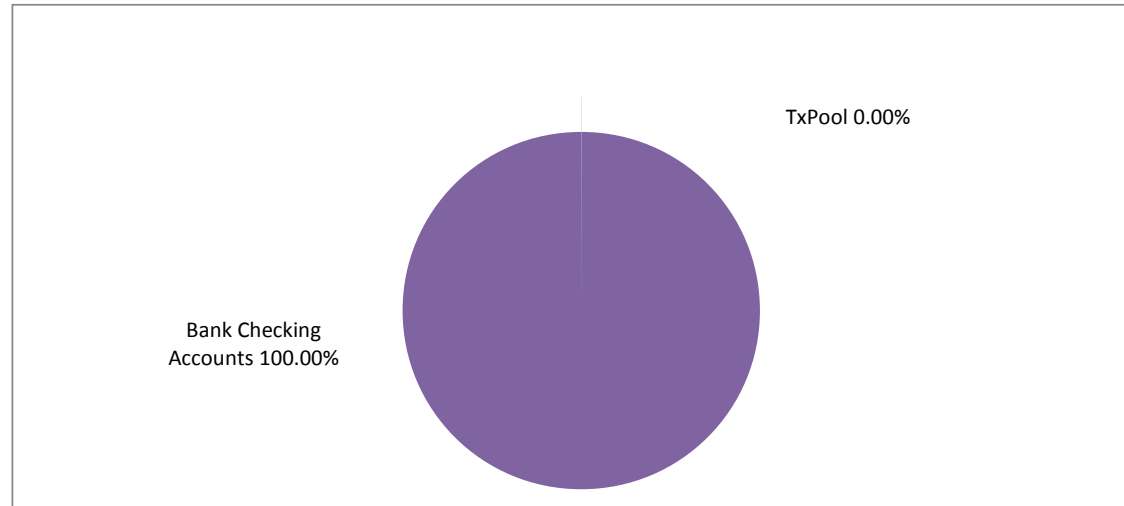
*Change in Market Value is required data, but will primarily reflect the receipt and expenditures of the City's funds from quarter to quarter.

Your Portfolio

As of September 30, 2013

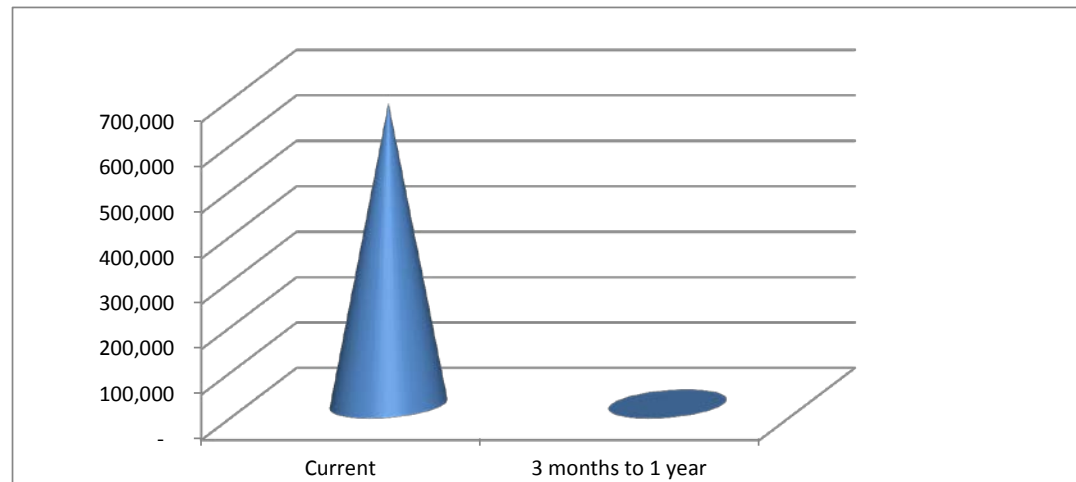
Your portfolio by diversification.

TxPool	-
Bank Checking Accounts	662,151



Your portfolio by maturity.

Current	662,151
3 months to 1 year	-



Your Portfolio

As of September 30, 2013

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term (days)
Investment Pools	-	-	-	0.00%	1
Money Market Funds	-	-	-	0.00%	1
Bank Accounts	662,151	662,151	662,151	100.00%	1
CDs	-	-	-	0.00%	129/365

WINDCREST EDC FINANCE SUMMARY
For the Period Ending September 30, 2013

Acct Code		Account	Rate	Term (days)
Frost Bank Accounts:				
13-1102	Pooled Cash	\$ 64,700		
13-1105	Economic Development Corporation	\$ 133,300	0.0010%	1
13-1106	Economic Development Corporation Escrow	\$ 464,150	0.0010%	1
	Total - Frost National Bank	\$ 662,151	0.0010%	1
INVESTMENTS:				
	Texpool (breakout by fund below)	\$ -	0.0000%	1
13-1115	Economic Dev. Fund	-		
	TOTAL ALL FUNDS	\$ 662,151		

Fund	Fund Title	Balance	Interest Earned
13	Economic Development	662,150.58	18.92
	Total	662,150.58	18.92

FROST - ALL ACCOUNTS

	2009-10	2010-11	2011-12	2012-2013
October	0.5000%	0.0010%	0.0010%	0.0010%
November	0.5000%	0.0010%	0.0010%	0.0010%
December	0.5000%	0.0010%	0.0010%	0.0010%
January	0.5000%	0.0010%	0.0010%	0.0010%
February	0.5000%	0.0010%	0.0010%	0.0010%
March	0.5000%	0.0010%	0.0010%	0.0010%
April	0.0010%	0.0010%	0.0010%	0.0010%
May	0.0010%	0.0010%	0.0010%	0.0010%
June	0.0010%	0.0010%	0.0010%	0.0010%
July	0.0010%	0.0010%	0.0010%	0.0010%
August	0.0010%	0.0010%	0.0010%	0.0010%
September	0.0010%	0.0010%	0.0010%	0.0010%

No graph for Frost Accounts.

Windcrest EDC
Quarterly Investment Report
October 1, 2014 to December 31, 2014
Portfolio Summary Management Report

<u>Portfolio as of September 30, 2014</u>		<u>Portfolio as of December 31, 2014</u>	
Beginning Book Value	\$ 1,199,143	Ending Book Value	\$ 118,875
Beginning Market Value	\$ 1,199,143	Ending Market Value	\$ 118,875
	\$ 27	Investment Income for the quarter	\$ 1
Unrealized Gain / Loss	\$ -	Unrealized Gain/Loss	\$ -
		Change in Unrealized Gain/Loss	\$ -
		*Change in Market Value:	\$ (1,080,268)

Authorized by:

Sarah Mangham, CGFO
Municipal Finance Officer

Robert Colunga
EDC Director

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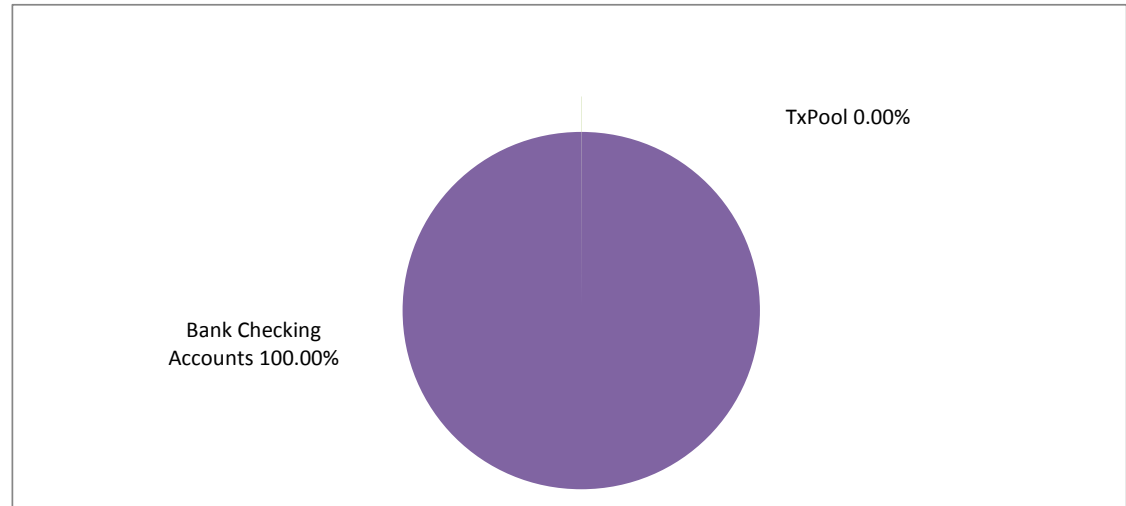
*Change in Market Value is required data, but will primarily reflect the receipt and expenditures of the City's funds from quarter to quarter.

Your Portfolio

As of December 31, 2014

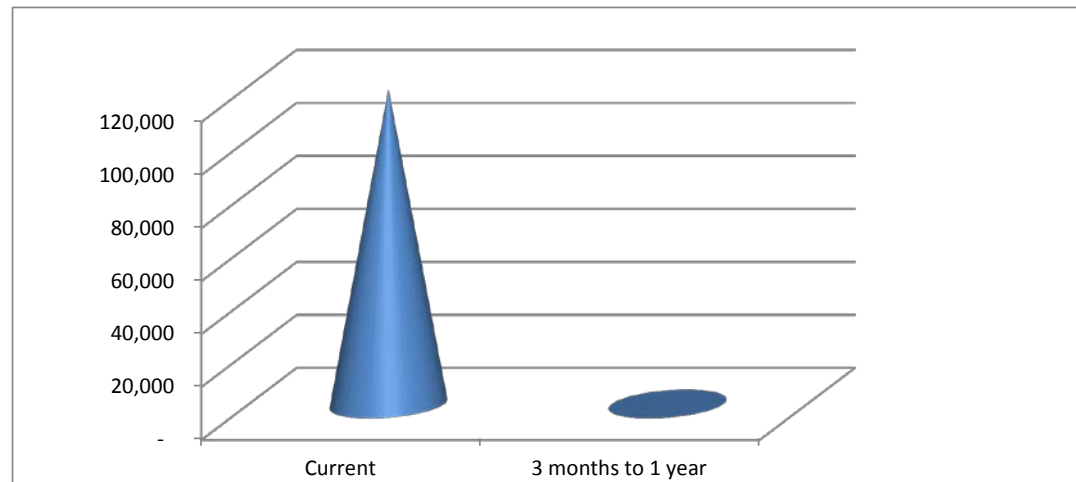
Your portfolio by diversification.

TxPool	-
Bank Checking Accounts	118,875



Your portfolio by maturity.

Current	118,875
3 months to 1 year	-



Your Portfolio

As of December 31, 2014

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term (days)
Investment Pools	-	-	-	0.00%	1
Money Market Funds	-	-	-	0.00%	1
Bank Accounts	118,875	118,875	118,875	100.00%	1
CDs	-	-	-	0.00%	129/365

WINDCREST EDC FINANCE SUMMARY
For the Period Ending December 31, 2014

Acct Code		Account	Rate	Term (days)
Frost Bank Accounts:				
13-1102	Pooled Cash	\$ 66,700		
13-1105	Economic Development Corporation	\$ 2,169	0.0010%	1
13-1106	Economic Development Corporation Escrow	\$ 50,006	0.0010%	1
	Total - Frost National Bank	\$ 118,875	0.0010%	1
INVESTMENTS:				
	Texpool (breakout by fund below)	\$ -	0.0000%	1
13-1115	Economic Dev. Fund	-		
	TOTAL ALL FUNDS	\$ 118,875		

Fund	Fund Title	Balance	Interest Earned
13	Economic Development	118,875.00	1.26
	Total	118,875.00	1.26

FROST - ALL ACCOUNTS

	2009-10	2010-11	2011-12	2012-2013	2013-14	2014-15
October	0.5000%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
November	0.5000%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
December	0.5000%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
January	0.5000%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
February	0.5000%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
March	0.5000%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
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May	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
June	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
July	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
August	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%
September	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%	0.0010%

No graph for Frost Accounts.