SECURITY CONTRIBUTION AGREEMENT FOR THE REIMBURSEMENT OF LAW ENFORCEMENT SERVICES

THE STATE OF TEXAS § COUNTY OF HARRIS §

This Agreement is entered into by HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 136 (the "District"), and DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. (the "Association").

RECITALS:

WHEREAS, the Association contracts with S.E.A.L. Security Solutions, LLC, to provide security services related to the Association's geographical area;

WHEREAS, the District maintains a shared interest in protection of the Association's geographical area;

WHEREAS the District seeks to donate \$85,000, minus the accrued legal fees of the District, to the Association for the current contract with S.E.A.L. Security Solutions, LLC, as amended, (the "Security Services Contract") for certain law enforcement services in the Association's geographical area and the District geographical area; and

NOW, THEREFORE, the District and the Association, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

I. PURPOSE

1.1 The District seeks to provide a one-time contribution for security services in the amount of \$85,000, minus the accrued legal fees of the District, to the Association.

II. SERVICES

2.1 The Association contracts with S.E.A.L. Security Solutions, LLC, for the security services described in the Security Services Contract to provide security services related to the Association's and the District's geographical area (the "area").

2.2 The Association shall retain control over the Security Services Contract. The parties agree and acknowledge that the security services provided is governed by the Security Services Contract, including the terms and conditions therein.

III.

CONSIDERATION FOR SERVICES

3.1 The District agrees to pay the Association the sum of \$85,000, minus the accrued legal fees of the District, to be used by the Association for the purpose of paying the costs incurred by the Association under the Security Services Agreement, for the provision of providing security services.

IV.

NOTICE

4.1 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses:

To the District:

Dimitri Millas Norton Rose Fulbright US LLP 1301 McKinney, Ste. 5100 Houston, Texas 77010-3095

To the Association:

Deerfield Village Community Association, Inc. 4041 Deerfield Village Dr. Houston, TX 77084

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

V. MERGER

5.1 The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

VI. MISCELLANEOUS

6.1 This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

6.2 This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 136

 By_____
 DATE: _____

 NAME

Title

DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC.

DATE:

By_____ NAME Title