

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

PRESTON WOOD & ASSOCIATES, LLC,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Civil Action No. 4:16-cv-01427
	§	
RZ ENTERPRISES USA, INC. D/B/A	§	Jury Trial Demanded
OPPIDAN HOMES, et al.,	§	
	§	
Defendants.	§	
	§	

FIRST AMENDED COMPLAINT

Plaintiff Preston Wood & Associates, LLC (“PWA”), complains of Defendants RZ Enterprises USA, Inc. d/b/a Oppidan Homes (“Oppidan”), Oppidan Homes VI Ltd. (“Oppidan 6”), Oppidan Homes VI GP, LLC (“Oppidan 6 GP”), Oppidan Homes VIII Ltd. (“Oppidan 8”), Oppidan Homes VIII GP, LLC (“Oppidan 8 GP”), Oppidan Homes IX Ltd. (“Oppidan 9”), Oppidan Homes IX GP, LLC (“Oppidan 9 GC”), Oppidan Homes XVII Ltd. (“Oppidan 17”), Oppidan Homes XVII GP, LLC (“Oppidan 17 GC”), RZ Holdings, Inc. (“RZ Holdings”), Aviv Arieli (“Arieli”), Adi Reisner (“Reisner”), Cameron Architects, Inc. (“Cameron”), Stephen Cameron (“Stephen Cameron”), UL, Inc. d/b/a Urban Living and d/b/a Urban Project Management (“Urban Living”), Vinod Ramani (“Ramani”), and the partnership of Urban Living and Cameron Architects (the “UL-CA Partnership”). For its causes of action, PWA shows the following:

THE PARTIES

1. PWA is a Texas Limited Liability Corporation.
2. Oppidan is a Texas corporation that has appeared and answered herein.

3. Oppidan 6 is a Texas Limited Partnership. It may be served with process through its registered agent, Abe S. Goren, 2500 Fannin Street, Houston, Texas 77002.

4. Oppidan 6 GP is a Texas Limited Liability Company. It may be served with process through its registered agent, Abe S. Goren, 2500 Fannin Street, Houston, Texas 77002.

5. Oppidan 8 is a Texas Limited Partnership that has appeared and answered herein.

6. Oppidan 8 GP is a Texas Limited Liability Company. It may be served with process through its registered agent, Abe S. Goren, 2500 Fannin Street, Houston, Texas 77002.

7. Oppidan 9 is a Texas Limited Partnership. It may be served with process through its registered agent, Abe S. Goren, 2500 Fannin Street, Houston, Texas 77002.

8. Oppidan 9 GP is a Texas Limited Liability Company. It may be served with process through its registered agent, Abe S. Goren, 2500 Fannin Street, Houston, Texas 77002.

9. Oppidan 17 is a Texas Limited Partnership. It may be served with process through its registered agent, Abe S. Goren, 2500 Fannin Street, Houston, Texas 77002.

10. Oppidan 17 GP is a Texas Limited Liability Company. It may be served with process through its registered agent, Abe S. Goren, 2500 Fannin Street, Houston, Texas 77002.

11. RZ Holdings is a Texas Limited Liability Company. It may be served with process through its registered agent, Abe S. Goren, 2500 Fannin Street, Houston, Texas 77002.

12. Arieli is an individual residing in this district, and may be served with process at his place of business, 5909 West Loop South, Suite 580, Bellaire, Texas 77401.

13. Reisner is an individual who may be found in this district, and may be served with process at his place of business, 5909 West Loop South, Suite 580, Bellaire, Texas 77401. Alternatively, as he is an alien who does not maintain an agent for service of process, because he has done business in and committed torts within the State of Texas, he may be served with process through the Texas Secretary of State, with further service on him pursuant to the Hague Convention at his place of business in Tel-Avi, Israel, 5 Ha-Hilzon St. Ramat Gan 5252269.

14. Cameron is a Texas corporation that has appeared and answered herein.

15. Stephen Cameron is an individual residing in this district, and may be served with process at his place of business, 1535 West Loop South, Suite 322, Houston, Texas 77027.

16. Urban Living is a Texas corporation that has appeared and answered herein.

17. Ramani is an individual residing in this district, and may be served with process at his place of business, 5023 Washington Avenue, Houston, Texas 77007.

18. The UL-CA Partnership is a partnership between Urban Living and Cameron Architects. It may be served with process by serving either Stephen Cameron, as an officer of Cameron Architects, at his place of business, 1535 West Loop South, Suite 322, Houston, Texas 77027; or by serving Vinod Ramani, as an officer of Urban Living, at his place of business, 5023 Washington Avenue, Houston, Texas 77007.

JURISDICTION AND VENUE

19. This is copyright infringement action. This court has exclusive federal jurisdiction over the subject matter of Plaintiff's claim under 28 U.S.C. § 1338. This Court also has supplemental jurisdiction over PWA's claims for declaratory relief.

20. Venue in this District is proper under 28 U.S.C. § 1400(a) because defendants may be found in this district.

FACTUAL BACKGROUND

Parties

21. PWA is a design firm in the business of creating and licensing the use of "architectural works" (as that term is used in Title 17, United States Code) and technical drawings depicting such architectural works that were created by PWA or its predecessors.

22. Oppidan is a real estate developer. At all material times, Oppidan has had the power and ability to supervise and control the activities of Oppidan 6, Oppidan 6 GP, Oppidan 8, Oppidan 8 GP, Oppidan 9, Oppidan 9 GP, Oppidan 17, and Oppidan 17 GP, and in fact has exercised such power and ability. Oppidan's ability and power to supervise and control the activities of Oppidan 6, Oppidan 6 GP, Oppidan 8, Oppidan 8 GP, Oppidan 9, Oppidan 9 GP, Oppidan 17, and Oppidan 17 GP includes the activities of those parties that are complained of in this case.

23. On information and belief, Oppidan has had a financial interest in the activities of Oppidan 6, Oppidan 6 GP, Oppidan 8, Oppidan 8 GP, Oppidan 9, Oppidan 9 GP, Oppidan 17, and Oppidan 17 GP, including those activities that are complained of herein.

24. Oppidan 6 GP is the general partner of Oppidan 6.

25. Oppidan 8 GP is the general partner of Oppidan 8.

26. Oppidan 9 GP is the general partner of Oppidan 9.

27. Oppidan 17 GP is the general partner of Oppidan 17.

28. RZ Holdings is a real estate developer. At all material times, RZ Holdings has had the power and ability to supervise and control the activities of Oppidan 6, Oppidan 6 GP, Oppidan 9, and Oppidan 9 GP.

29. On information and belief, RZ Holdings has had a financial interest in the activities of Oppidan 6, Oppidan 6 GP, Oppidan 9, and Oppidan 9 GP, including their activities that are complained of herein.

30. Arieli is an officer and director of Oppidan and RZ Holdings, and is a manager of Oppidan 6, Oppidan 6 GP, Oppidan 8, Oppidan 8 GP, Oppidan 9, Oppidan 9 GP, Oppidan 17, and Oppidan 17 GP.

31. At all material times, Arieli has had the power and ability to supervise and control the activities of Oppidan, RZ Holdings, Oppidan 6, Oppidan 6 GP, Oppidan 8, Oppidan 8 GP, Oppidan 9, Oppidan 9 GP, Oppidan 17, and Oppidan 17 GP, and in fact has exercised such power and ability. Arieli's ability and power to supervise and control the activities of Oppidan, RZ Holdings, Oppidan 6, Oppidan 6 GP, Oppidan 8, Oppidan 8 GP, Oppidan 9, Oppidan 9 GP, Oppidan 17, and Oppidan 17 GP includes the activities of those parties that are complained of herein.

32. On information and belief, Arieli has had a financial interest in the activities of Oppidan, RZ Holdings, Oppidan 6, Oppidan 6 GP, Oppidan 8, Oppidan 8

GP, Oppidan 9, Oppidan 9 GP, Oppidan 17, and Oppidan 17 GP, including their activities that are complained of herein.

33. Reisner is an officer and director of Oppidan and RZ Holdings.

34. At all material times, Reisner has had the power and ability to supervise and control the activities of Oppidan, RZ Holdings, Oppidan 6, Oppidan 6 GP, Oppidan 8, Oppidan 8 GP, Oppidan 9, Oppidan 9 GP, Oppidan 17, and Oppidan 17 GP, and in fact has exercised such power and ability. Reisner's ability and power to supervise and control the activities of Oppidan, RZ Holdings, Oppidan 6, Oppidan 6 GP, Oppidan 8, Oppidan 8 GP, Oppidan 9, Oppidan 9 GP, Oppidan 17, and Oppidan 17 GP includes the activities of those parties that are complained of herein.

35. On information and belief, Reisner has had a financial interest in the activities of Oppidan, RZ Holdings, Oppidan 6, Oppidan 6 GP, Oppidan 8, Oppidan 8 GP, Oppidan 9, Oppidan 9 GP, Oppidan 17, and Oppidan 17 GP, including their activities that are complained of herein.

36. Cameron is an architectural firm. Stephen Cameron is the CEO of Cameron. At all material times, Stephen Cameron has had the power and ability to supervise and control the activities of Cameron, and in fact has exercised such power and ability. Stephen Cameron's ability and power to supervise and control the activities of Cameron includes Cameron's activities that are complained of herein.

37. Stephen Cameron has had a financial interest in Cameron's activities, including Cameron's activities that are complained of herein.

38. Urban Living is a real estate development firm. Ramani is the CEO of Urban Living.

39. At all material times, Ramani has had the power and ability to supervise and control the activities of Urban Living, and in fact has exercised such power and ability. Ramani's ability and power to supervise and control the activities of Urban Living includes Urban Living's activities that are complained of herein.

40. Ramani has had a financial interest in Urban Living's activities, including Urban Living's activities that are complained of herein.

41. Since at least February 2014, Urban Living and Cameron Architects have been engaged in a partnership (the "UL-CA Partnership") for the creation, licensing, and further exploitation of architectural plans.

Works in Suit

42. PWA is owner of all copyrights in the following architectural works and in certain technical drawings depicting such architectural works (hereinafter, the "Copyrighted Works"):

- a. Buckingham Job 98-044-1937. PWA has filed applications for registration of its copyrights in this architectural work and in technical drawings depicting this architectural work, has paid the requisite fees, and has deposited the necessary copies of the works with the United States Copyright Office. The United States Copyright Office has received all such materials, and the applications have been given Case Nos. 1-3431765731 and 1-3431765910.
- b. Ashford Job 00-258-2262. PWA has filed applications for registration of its copyrights in this architectural work and in technical drawings depicting this architectural work, has paid the requisite fees, and has

deposited the necessary copies of the works with the United States Copyright Office. The United States Copyright Office has received all such materials, and the applications have been given Case Nos. 1-3431765864 and 1-3431765975. The Ashford Job 00-258-2262 works are derivatives of the Buckingham Job 98-044-1937 works.

- c. Job D5-214. PWA has filed applications for registration of its copyrights in this architectural work and in technical drawings depicting this architectural work, has paid the requisite fees, and has deposited the necessary copies of the works with the United States Copyright Office. The United States Copyright Office has received all such materials, and the applications have been given Case Nos. 1-3431766041 and 1-3431766116. The Job D5-214 works are derivatives of the Buckingham Job 98-044-1937 and Ashford Job 00-258-2262 works.
- d. D8057-2. PWA has filed applications for registration of its copyrights in this architectural work and in technical drawings depicting this architectural work, has paid the requisite fees, and has deposited the necessary copies of the works with the United States Copyright Office. The United States Copyright Office has received all such materials, and the applications have been given Case Nos. 1-4426459483 and 1-4426459673.
- e. E0042. PWA has filed applications for registration of its copyrights in this architectural work and in technical drawings depicting this architectural work, has paid the requisite fees, and has deposited the

necessary copies of the works with the United States Copyright Office. The United States Copyright Office has received all such materials, and the applications have been given Case Nos. 1-4426375935 and 1-4426376160. The E0042 works are derivatives of the D8057-2 works.

f. E0175-A1.1-V5. PWA has filed applications for registration of its copyrights in this architectural work and in technical drawings depicting this architectural work, has paid the requisite fees, and has deposited the necessary copies of the works with the United States Copyright Office. The United States Copyright Office has received all such materials, and the applications have been given Case Nos. 1-4426258113 and 1-4426258148. The E1075-A1.1-V5 works are derivatives of the D8057-2 and E042 works.

g. E2246-A3.1. PWA has filed applications for registration of its copyrights in this architectural work and in technical drawings depicting this architectural work, has paid the requisite fees, and has deposited the necessary copies of the works with the United States Copyright Office. The United States Copyright Office has received all such materials, and the applications have been given Case Nos. 1-4434775595 and 1-4434775735. The E2246-A3.1 works are derivatives of the D8057-2, E042, and E0175 works.

h. E2066 A2.1. PWA has filed applications for registration of its copyrights in this architectural work and in technical drawings depicting this architectural work, has paid the requisite fees, and has deposited the

necessary copies of the works with the United States Copyright Office. The United States Copyright Office has received all such materials, and the applications have been given Case Nos. 1-4434663702 and 1-4434663913. The E2066 A2.1 works are derivatives of the D8057-2, E042, and E0175 works.

- i. 00-071-2265A. PWA has filed applications for registration of its copyrights in this architectural work and in technical drawings depicting this architectural work, has paid the requisite fees, and has deposited the necessary copies of the works with the United States Copyright Office. The United States Copyright Office has received all such materials, and the applications have been given Case Nos. 1-4416742791 and 1-4416742981.
- j. D6050 Lot 1057. PWA has filed applications for registration of its copyrights in this architectural work and in technical drawings depicting this architectural work, has paid the requisite fees, and has deposited the necessary copies of the works with the United States Copyright Office. The United States Copyright Office has received all such materials, and the applications have been given Case Nos. 1-4416743094 and 1-4416809204. The D6050 Lot 1057 works are derivatives of the 00-071-2265A works.
- k. E1171-B1.1L. PWA has filed applications for registration of its copyrights in this architectural work and in technical drawings depicting this architectural work, has paid the requisite fees, and has deposited the

necessary copies of the works with the United States Copyright Office. The United States Copyright Office has received all such materials, and the applications have been given Case Nos. 1-4434775770 and 1-4434775950.

These works will hereinafter be referred to as the “Copyrighted Works.”

43. Each of the Copyrighted Works is an original work that is copyrightable subject matter under federal law.

PWA – Urban Living Contract

44. On January 17, 2014, PWA and defendant Urban Living executed a “Design Only / Stock Plan License Agreement” (the “Agreement”).

45. A true and correct copy of the Agreement as executed by the parties is attached as Exhibit 1.

46. Urban Living never made a written request to renew the Agreement, nor did it ever identify which PWA works it wished to continue using or tender payment for any such renewal.

47. PWA never agreed to renew the Agreement.

48. The Agreement therefore automatically terminated no later than January 17, 2015.

49. During the term of the Agreement, Urban Living did not deliver to PWA a written acknowledgement and agreement to be bound by the terms of the Agreement for each putative Urban Living sublicensee.

50. During the term of the Agreement, Urban Living did not deliver to PWA an Acknowledgement and Agreement executed by each outside draftsman, designer, engineer, or architect that Urban Living engaged to modify PWA works.

51. During the term of the Agreement, each outside draftsman, designer, engineer, or architect that Urban Living engaged to modify PWA works did not assign to PWA all copyrights in all derivatives of PWA's works that they created.

52. During the term of the Agreement, each outside draftsman, designer, engineer, or architect that Urban Living engaged to modify PWA works did not deliver to PWA any modified plans that were based on a PWA work within ten days of the completion of such plans.

53. By no later than March 4, 2014, the partnership of Urban Living and Cameron Architects was entering into contracts with customers such as Oppidan that envisioned Cameron Architects creating derivatives of PWA's works. One such proposal and contract is attached as Exhibit 2.

54. The contract form utilized by the Urban Living / Cameron Architects partnership did not provide that PWA was the sole author of all derivatives of PWA's works.

55. Instead, this contract form claimed that Cameron Architects and its consultants would retain for themselves the copyrights in all materials they created.

56. Between January 17, 2014 and the termination of the Agreement (which was no later than January 17, 2015), Urban Living routinely created and distributed two-dimensional derivatives of PWA's works (in the form of floorplans, elevations, and exterior renderings) that were used in marketing and advertising materials, including but

not limited to materials on Urban Living's website. None of these materials included the PWA Copyright Management Information required under the Agreement.

57. At all material times, all defendants had actual notice of the terms of the Agreement, including the provisions regarding PWA's copyrights, the conditions precedent to licenses to use PWA's works, the requirements concerning PWA's Copyright Management Information, and provisions governing termination of the Agreement.

Nagle Park Place

58. Defendants Oppidan, Oppidan 8, Oppidan 8 GP, Arieli, Cameron, Stephen Cameron, Urban Living, Ramani, and the UL-CA Partnership (collectively, the "Nagle Defendants") have each infringed PWA's copyrights in the architectural works and technical drawings copyrights covered by PWA works Buckingham Job 98-044-1937, Ashford Job 00-258-2262, and Job D5-214 described above (hereinafter collectively referred to as the "Nagle Works") through their activities associated with a development known as Nagle Park Place, which is located at 403-411 North Nagle Street, Houston, Texas. The Nagle Defendants have each committed numerous acts of copyright infringement in their activities associated with Nagle Park Place, including the following:

- a. They have each made copies and/or derivatives of the Nagle Works by creating, or causing to be created, paper and digital drawings and plans for Nagle Park Place that are based on the Nagle Works.
- b. They have each distributed, or caused to be distributed, copies and/or derivatives of the Copyrighted Works by distributing paper and digital drawings and plans based on the Nagle Works for Nagle Park Place.

- c. Oppidan, Oppidan 8, and Oppidan 8 GP have made copies and/or derivatives of the Nagle Works by constructing, or causing to be constructed, structures at Nagle Park Place that are based on the Nagle Works.
- d. Oppidan, Oppidan 8, Oppidan 8 GP, and Urban Living have sold and have offered for sale structures at Nagle Park Place based on the Nagle Works that are copies and/or derivatives of the Nagle Works.

59. Additionally, in their activities associated with Nagle Park Place, Urban Living, Oppidan, Oppidan 8, and Oppidan 8 GP have created, published and used non-pictorial depictions of structures that are based on the Nagle Works in promotional and advertising materials. They have published and used these infringing materials in the course of advertising the infringing structures, including but not limited to advertising on the Internet. Furthermore, they have used the structures themselves to advertise their infringing structures. These infringing advertising activities have resulted in the sales of infringing structures described above. Additionally, these infringing advertising activities, and the resulting infringing sales, are and have been a substantial factor in the value of any infringing structures that defendants have not yet sold, and the prices that buyers would be willing to pay for such structures.

60. Further, Defendants Oppidan, Oppidan 8, Oppidan 8 GP, Arieli, and Reisner each had at all material times the ability to supervise and control the infringing activities of the other Nagle Defendants in connection with their activities on Nagle Park Place. Defendants Oppidan, Oppidan 8, Oppidan 8 GP, Arieli, and Reisner each had a financial interest in the infringing activities associated with Nagle Park Place.

61. Further, Defendants Oppidan, Oppidan 8, Oppidan 8 GP, Arieli, Reisner, Cameron, Stephen Cameron, Urban Living, Ramani, and the UL-CA Partnership have each, with knowledge of the infringing activities of each of the other Nagle Defendants, induced, caused, and materially contributed to such infringing conduct.

Patterson Street Landing

62. Defendants Oppidan, RZ Holdings, Oppidan 9, Oppidan 9 GP, Arieli, Urban Living, and Ramani (collectively, the “Patterson Defendants”) have each infringed PWA’s copyrights in D8057-2, E0042, E0175-A1.1-V5, and E2066 A2.1 (hereinafter collectively referred to as the “Patterson Works”) through their activities associated with a development known as Patterson Street Landing, which is located at 1026-34 Center Street, Houston, Texas. The Patterson Defendants have each committed numerous acts of copyright infringement in their activities associated with Patterson Street Landing, including the following:

- a. They have each made copies and/or derivatives of the Patterson Works by creating, or causing to be created, paper and digital drawings and plans for Patterson Street Landing that are based on the Patterson Works.
- b. They have each distributed, or caused to be distributed, copies and/or derivatives of the Copyrighted Works by distributing paper and digital drawings and plans based on the Patterson Works for Patterson Street Landing.
- c. Oppidan, RZ Holdings, Oppidan 9, and Oppidan 9 GP have made copies and/or derivatives of the Patterson Works by constructing, or causing to be

constructed, structures at Patterson Street Landing that are based on the Patterson Works.

- d. Oppidan, RZ Holdings, Oppidan 9, Oppidan 9 GP, and Urban Living have sold and have offered for sale structures at Patterson Street Landing based on the Patterson Works that are copies and/or derivatives of the Patterson Works.

63. Additionally, in their activities associated with Patterson Street Landing, Urban Living, Oppidan, RZ Holdings, Oppidan 9, and Oppidan 9 GP have created, published and used non-pictorial depictions of structures that are based on the Patterson Works in promotional and advertising materials. They have published and used these infringing materials in the course of advertising the infringing structures, including but not limited to advertising on the Internet. Furthermore, they have used the structures themselves to advertise their infringing structures. These infringing advertising activities have resulted in the sales of infringing structures described above. Additionally, these infringing advertising activities, and the resulting infringing sales, are and have been a substantial factor in the value of any infringing structures that defendants have not yet sold, and the prices that buyers would be willing to pay for such structures.

64. Further, Defendants Oppidan, RZ Holdings, Oppidan 9, Oppidan 9 GP, Arieli, and Reisner each had at all material times the ability to supervise and control the infringing activities of the other Patterson Defendants in connection with their activities on Patterson Landing. Defendants Oppidan, Oppidan 9, and Arieli each had a financial interest in the infringing activities associated with Patterson Landing.

65. Further, Defendants Oppidan, RZ Holdings, Oppidan 9, Oppidan 9 GP, Arieli, and Reisner have each, with knowledge of the infringing activities of each of the

other Patterson Defendants, induced, caused, and materially contributed to such infringing conduct.

Stanford Street Landing

66. Defendants Oppidan, Oppidan 17, Oppidan 17 GP, Arieli, Reisner, Urban Living, and Ramani (collectively, the “Stanford Defendants”) have each infringed PWA’s copyrights in 00-071-2265A and D6050 Lot 1057 (hereinafter collectively referred to as the “Stanford Works”) through their activities associated with a development known as Stanford Street Landing, which is located at 4312 A&B Stanford Street, Houston, Texas. The Stanford Defendants have each committed numerous acts of copyright infringement in their activities associated with Stanford Street Landing, including the following:

- a. They have each made copies and/or derivatives of the Stanford Works by creating, or causing to be created, paper and digital drawings and plans for Stanford Street Landing that are based on the Stanford Works.
- b. They have each distributed, or caused to be distributed, copies and/or derivatives of the Copyrighted Works by distributing paper and digital drawings and plans based on the Stanford Works for Stanford Street Landing.
- c. Oppidan, Oppidan 17, and Oppidan 17 GP have made copies and/or derivatives of the Stanford Works by constructing, or causing to be constructed, structures at Stanford Street Landing that are based on the Stanford Works.

- d. Oppidan, Oppidan 17, Oppidan 17 GP, and Urban Living have sold and have offered for sale structures at Stanford Street Landing based on the Stanford Works that are copies and/or derivatives of the Stanford Works.

67. Additionally, in their activities associated with Stanford Street Landing, Urban Living, Oppidan, Oppidan 17, and Oppidan 17 GP have created, published and used non-pictorial depictions of structures that are based on the Stanford Works in promotional and advertising materials. They have published and used these infringing materials in the course of advertising the infringing structures, including but not limited to advertising on the Internet. Furthermore, they have used the structures themselves to advertise their infringing structures. These infringing advertising activities have resulted in the sales of infringing structures described above. Additionally, these infringing advertising activities, and the resulting infringing sales, are and have been a substantial factor in the value of any infringing structures that defendants have not yet sold, and the prices that buyers would be willing to pay for such structures.

68. Further, Defendants Oppidan, Oppidan 17, Oppidan 17 GP, Arieli, and Reisner each had at all material times the ability to supervise and control the infringing activities of the other Stanford Defendants in connection with their activities on Stanford Landing. Defendants Oppidan, Oppidan 17, Oppidan 17 GP, Arieli, and Reisner each had a financial interest in the infringing activities associated with Stanford Landing.

69. Further, Defendants Oppidan, Oppidan 17, Oppidan 17 GP, Arieli, Reisner, Urban Living, and Ramani have each, with knowledge of the infringing activities of each of the other Stanford Defendants, induced, caused, and materially contributed to such infringing conduct.

EaDo Place

70. Defendants Oppidan, RZ Holdings, Oppidan 6, Oppidan 6 GP, Arieli, Urban Living, and Ramani (collectively, the “EaDo Defendants”) have each infringed PWA’s copyrights in D8057-2, E0042, E0175-A1.1-V5, E2066 A2.1, and E2246-A3.1 (hereinafter collectively referred to as the “Eado Works”) through their activities associated with a development known as EaDo Place, which is located at 2602-10 Polk Street, Houston, Texas. The EaDo Defendants have each committed numerous acts of copyright infringement in their activities associated with EaDo Street Landing, including the following:

- a. They have each made copies and/or derivatives of the EaDo Works by creating, or causing to be created, paper and digital drawings and plans for EaDo Place that are based on the EaDo Works.
- b. They have each distributed, or caused to be distributed, copies and/or derivatives of the Copyrighted Works by distributing paper and digital drawings and plans based on the EaDo Works for EaDo Place.
- c. Oppidan, RZ Holdings, Oppidan 17, and Oppidan 17 GP have made copies and/or derivatives of the EaDo Works by constructing, or causing to be constructed, structures at EaDo Place that are based on the EaDo Works.
- d. Oppidan, RZ Holdings, Oppidan 17, Oppidan 17 GP, and Urban Living have sold and have offered for sale structures at EaDo Place based on the EaDo Works that are copies and/or derivatives of the EaDo Works.

71. Additionally, in their activities associated with EaDo Place, Urban Living, Oppidan, RZ Holdings, Oppidan 17, and Oppidan 17 GP have created, published and used non-pictorial depictions of structures that are based on the EaDo Works in promotional and advertising materials. They have published and used these infringing materials in the course of advertising the infringing structures, including but not limited to advertising on the Internet. Furthermore, they have used the structures themselves to advertise their infringing structures. These infringing advertising activities have resulted in the sales of infringing structures described above. Additionally, these infringing advertising activities, and the resulting infringing sales, are and have been a substantial factor in the value of any infringing structures that defendants have not yet sold, and the prices that buyers would be willing to pay for such structures.

72. Further, Defendants Oppidan, RZ Holdings, Oppidan 17, Oppidan 17 GP, Arieli, and Reisner each had at all material times the ability to supervise and control the infringing activities of the other EaDo Defendants in connection with their activities on Eado Place. Defendants Oppidan, RZ Holdings, Oppidan 17, Oppidan 17 GP, Arieli, and Reisner each had a financial interest in the infringing activities associated with Eado Place.

73. Further, Defendants Oppidan, RZ Holdings, Oppidan 17, Oppidan 17 GP, Arieli, Reisner, Urban Living, and Ramani have each, with knowledge of the infringing activities of each of the other EaDo Defendants, induced, caused, and materially contributed to such infringing conduct.

4504 Mount Vernon

74. Defendants Cameron, Stephen Cameron, Urban Living, Ramani, and the UL-CA Partnership (collectively, the “Mount Vernon Defendants”) have each infringed PWA’s copyrights in E1171-B1.1L (the “Mount Vernon Works”) through their activities

associated with plans for houses to be constructed at 4504 Mount Vernon Street, Houston, Texas (“Mount Vernon”). The Mount Vernon Defendants have each committed numerous acts of copyright infringement in their activities associated with Mount Vernon, including the following:

- a. They have each made copies and/or derivatives of the Mount Vernon Works by creating, or causing to be created, paper and digital drawings and plans for Mount Vernon that are based on the Mount Vernon Works.
- b. They have each distributed, or caused to be distributed, copies and/or derivatives of the Copyrighted Works by distributing paper and digital drawings and plans based on the Mount Vernon Works for Mount Vernon.

75. Additionally, in their activities associated with Mount Vernon, Urban Living has created, published and used non-pictorial depictions of structures that are based on the Mount Vernon Works in promotional and advertising materials. They have published and used these infringing materials in the course of advertising the infringing structures, including but not limited to advertising on the Internet.

76. Further, each of the Mount Vernon Defendants have, with knowledge of the infringing activities of each of the other Mount Vernon Defendants, induced, caused, and materially contributed to such infringing conduct.

COUNT I: COPYRIGHT INFRINGEMENT

77. PWA complains of defendants for copyright infringement, and incorporates paragraphs 1-76 by reference.

78. The creation of the structures and the creation and distribution of associated design and construction drawings based on PWA's Copyrighted Works by defendants has infringed and continues to infringe PWA's copyrights in the Copyrighted Works.

79. The sales of the structures that are based on PWA's Copyrighted Works by defendants has infringed and continues to infringe PWA's copyrights in the Copyrighted Works

80. The acts of defendants in the creation and publication of non-pictorial representations based on PWA's Copyrighted Works have infringed and are infringing PWA's copyrights in the Copyrighted Works.

81. Pursuant to 17 U.S.C. § 504(b), each defendant is liable to PWA for its own profits associated with the activities described above.

82. Stephen Cameron is vicariously liable for all acts of copyright infringement committed by Cameron, and as such is jointly and severally liable for any award for copyright infringement entered in favor of PWA against Cameron.

83. Ramini is vicariously liable for all acts of copyright infringement committed by Urban Living, and as such is jointly and severally liable for any award for copyright infringement entered in favor of PWA against Urban Living.

84. Arieli is vicariously liable for all acts of copyright infringement committed by Oppidan, RZ Holdings, Oppidan 6, Oppidan 6 GP, Oppidan 8, Oppidan 8 GP, Oppidan 9, Oppidan 9 GP, Oppidan 17, and Oppidan 17, and as such is jointly and severally liable for any award for copyright infringement entered in favor of PWA against any of those parties.

85. Reisner is vicariously liable for all acts of copyright infringement committed by Oppidan, RZ Holdings, Oppidan 6, Oppidan 6 GP, Oppidan 8, Oppidan 8 GP, Oppidan 9, Oppidan 9 GP, Oppidan 17, and Oppidan 17, and as such is jointly and severally liable for any award for copyright infringement entered in favor of PWA against any of those parties.

86. Oppidan is vicariously liable for all acts of copyright infringement committed by Oppidan 6, Oppidan 6 GP, Oppidan 8, Oppidan 8 GP, Oppidan 9, Oppidan 9 GP, Oppidan

17, and Oppidan 17 GP, and as such is jointly and severally liable for any award for copyright infringement entered in favor of PWA against any of those parties.

87. RZ Holdings is vicariously liable for all acts of copyright infringement committed by Oppidan 6, Oppidan 6 GP, Oppidan 9, and Oppidan 9 GP, and as such is jointly and severally liable for any award for copyright infringement entered in favor of PWA against any of those parties.

88. With respect to the copyright infringement claims associated with Nagle Park Place:

- a. As the general partner of Oppidan 8, Oppidan 8 GP is jointly and severally liable for any judgment against Oppidan 8.
- b. Oppidan, Oppidan 8, Oppidan 8 GP, Arieli, and Reisner are each vicariously liable for all acts of copyright infringement committed by Cameron, Stephen Cameron, Urban Living, and Ramani, and as such are each jointly and severally liable for any award for copyright infringement entered in favor of PWA against Cameron, Stephen Cameron, Urban Living, and Ramani for infringements associated with Nagle Park Place.
- c. Reisner and each of the Nagle Defendants are each liable for every other Nagle Defendants' acts of infringement associated with Nagle Park Place under the doctrine of contributory infringement or inducement of infringement. As such, Reisner and each Nagle Defendant are jointly and severally liable for any award for copyright infringement entered in favor of PWA against any other Nagle Defendant.

89. With respect to the copyright infringement claims associated with Patterson Street Landing:

- a. As the general partner of Oppidan 9, Oppidan 9 GP is jointly and severally liable for any judgment against Oppidan 9.
- b. Oppidan, RZ Holdings, Oppidan 9, Oppidan 9 GP, Arieli, and Reisner are each vicariously liable for all acts of copyright infringement committed by Urban Living and Ramani, and as such are each jointly and severally liable for any award for copyright infringement entered in favor of PWA against Urban Living, and Ramani for infringements associated with Patterson Street Landing.
- c. Reisner and each of the Patterson Defendants are each liable for every other Patterson Defendants' acts of infringement associated with Patterson Street Landing under the doctrine of contributory infringement or inducement of infringement. As such, Reisner and each Patterson Defendant are each jointly and severally liable for any award for copyright infringement entered in favor of PWA against any other Patterson Defendant.

90. With respect to the copyright infringement claims associated with Stanford Street Landing:

- a. As the general partner of Oppidan 17, Oppidan 17 GP is jointly and severally liable for any judgment against Oppidan 17.
- b. Oppidan, Oppidan 17, Oppidan 17 GP, Arieli, and Reisner are each vicariously liable for all acts of copyright infringement committed by Urban Living and Ramani, and as such are each jointly and severally liable for any award for copyright infringement entered in favor of PWA against Urban Living and Ramani for infringements associated with Stanford Street Landing.

- c. Reisner and each of the Stanford Defendants are each liable for every other Stanford Defendants' acts of infringement associated with Stanford Street Landing under the doctrine of contributory infringement or inducement of infringement. As such, Reisner and each Stanford Defendant are jointly and severally liable for any award for copyright infringement entered in favor of PWA against any other Stanford Defendant.

91. With respect to the copyright infringement claims associated with EaDo Place:

- a. Oppidan, RZ Holdings, Oppidan 6, Oppidan 6 GP, Arieli, and Reisner are each vicariously liable for all acts of copyright infringement committed by Urban Living and Ramani, and as such are each jointly and severally liable for any award for copyright infringement entered in favor of PWA against Urban Living and Ramani for infringements associated with EaDo Place.
- b. Reisner and each of the EaDo Defendants are each liable for every other EaDo Defendants' acts of infringement associated with EaDo Place under the doctrine of contributory infringement or inducement of infringement. As such, Reisner and each EaDo Defendant is jointly and severally liable for any award for copyright infringement entered in favor of PWA against any other EaDo Defendant.

92. With respect to the copyright infringement claims associated with Mount Vernon, each of the Mount Vernon Defendants are liable for every other Mount Vernon Defendants' acts of infringement associated with Mount Vernon under the doctrine of contributory infringement or inducement of infringement. As such, each Mount Vernon

Defendant is jointly and severally liable for any award for copyright infringement entered in favor of PWA against any other Mount Vernon Defendant.

93. As partners in the UL-CA Partnership, Cameron and UL are each jointly and severally liable for any judgment against the UL-CA Partnership for copyright infringement.

94. In addition, PWA is entitled to preliminary and permanent injunctive relief pursuant to 17 U.S.C. § 502 prohibiting defendants from further infringement of PWA's copyrights, including but not limited to the further use or distribution of infringing plans and drawings and the construction, sale, or rental of infringing structures.

95. Furthermore, this Court should issue an order pursuant to 17 U.S.C. § 503 directing the United States Marshal's Service to (a) impound all copies of the Copyrighted Works, in possession of defendants or their agents or contractors that infringe PWA's copyrights during the pendency of this lawsuit; and (b) upon final hearing of this case, to destroy or otherwise dispose of those copies.

COUNT II: DMCA § 1202 VIOLATIONS

96. PWA complains of Urban Living, Ramani, Oppidan, RZ Holdings, Oppidan 6, Oppidan 6 GP, Oppidan 8, Oppidan 8 GP, Oppidan 9, Oppidan 9 GP, Oppidan 17, Oppidan 17 GP, Arieli, and Reisner for violations of section 1202 of the Digital Millennium Copyright Act ("DMCA"), and incorporates paragraphs 1-95 by reference.

97. Urban Living has created marketing materials for Nagle Park Place, Patterson Street Landing, Stanford Street Landing, Eado Place, and Mount Vernon, in the form of floorplans, elevation drawings, and renderings.

98. Urban Living has distributed copies of such marketing materials for Nagle Park Place, Patterson Street Landing, Stanford Street Landing, Eado Place, and Mount

Vernon, in the form of floorplans, elevation drawings, and renderings. Such distribution included distributions via Urban Living's webpages for those projects, e-mail distributions to prospective purchasers and real estate agents, and e-mail transmissions to other persons associated with each such project.

99. Such marketing materials are copies or derivatives of the associated PWA works:

- A. The Urban Living marketing materials for Nagle Park Place are copies or derivatives of the Nagle Works;
- B. The Urban Living marketing materials for Patterson Street Landing are copies or derivatives of the Patterson Works;
- C. The Urban Living marketing materials for Stanford Street Landing are copies or derivatives of the Stanford Works;
- D. The Urban Living marketing materials for EaDo Place are copies or derivatives of the EaDo Works;
- E. The Urban Living marketing materials for Mount Vernon are copies or derivatives of the Mount Vernon Works;

100. Such marketing materials lacked the PWA Copyright Management Information that was a condition precedent to such use of PWA's works.

101. As such, the creation and distribution of such marketing materials were not authorized by the Agreement, and were thus acts of copyright infringement.

102. Urban Living's creation and distribution of such marketing materials that omitted or deleted PWA's Copyright Management Information were done without PWA's consent.

103. Urban Living's creation and distribution of such marketing materials that omitted or deleted PWA's Copyright Management Information was done intentionally.

104. Urban Living's creation and distribution of such marketing materials that omitted or deleted PWA's Copyright Management Information was done either knowing or having reasonable grounds to know that such would induce, enable, facilitate, or conceal its infringement of PWA's copyrights. Specifically, Urban Living actually knew or reasonably should have known that PWA's authorization to use its works in such marketing materials was strictly conditioned on the proper maintenance of PWA's Copyright Management Information on all such works, and that use without PWA's Copyright Management Information would be copyright infringement.

105. Each creation of marketing materials that improperly failed to bear PWA's Copyright Management Information by Urban Living was a distinct violation of 17 U.S.C. § 1202(b)(1).

106. Each distribution of marketing materials that improperly failed to bear PWA's Copyright Management Information by Urban Living was a distinct violation of 17 U.S.C. § 1202(b)(3).

107. Urban Living is therefore liable to PWA for statutory damages pursuant to 17 U.S.C. § 1203(c)(3)(B) of not less than \$2,500 or more than \$25,000 for each violation of 17 U.S.C. § 1202.

108. PWA is also entitled to its reasonable attorneys fees pursuant to 17 U.S.C. § 1203(b)(5).

109. Ramini is vicariously liable for all DMCA violations committed by Urban Living, and as such is jointly and severally liable for any judgment against Urban Living for DMCA violations.

110. Oppidan, Oppidan 8, Oppidan 8 GP, Arieli, and Reisner are each vicariously liable for all DMCA violations committed by Urban Living associated with Nagle Park Place, and as such are each jointly and severally liable for any judgment against Urban Living for such claims.

111. Oppidan, RZ Holdings, Oppidan 9, Oppidan 9 GP, Arieli, and Reisner are each vicariously liable for all DMCA violations committed by Urban Living associated with Patterson Street Landing, and as such are each jointly and severally liable for any judgment against Urban Living for such claims.

112. Oppidan, Oppidan 17, Oppidan 17 GP, Arieli, and Reisner are each vicariously liable for all DMCA violations committed by Urban Living associated with Stanford Street Landing, and as such are each jointly and severally liable for any judgment against Urban Living for such claims.

113. Oppidan, RZ Holdings, Oppidan 6, Oppidan 6 GP, Arieli, and Reisner are each vicariously liable for all DMCA violations committed by Urban Living associated with EaDo Place, and as such are each jointly and severally liable for any judgment against Urban Living for such claims.

COUNT III: DECLARATORY RELIEF

114. Pursuant to the Declaratory Judgment Act, 28 U.S.C. 2201, PWA requests a declaratory judgment regarding the parties' rights under the Agreement. PWA incorporates by reference paragraphs 1-113 above.

115. There is an actual controversy between PWA and UL regarding their rights under the Agreement, including but not limited to the license defenses asserted by Urban Living and parties asserting a license defense through Urban Living. As this Court already has jurisdiction over the copyright case between PWA and Urban Living, this request for declaratory relief is within this Court's supplemental jurisdiction.

116. PWA asks the Court:

A. To declare that Urban Living never satisfied the conditions precedent in the Agreement for Urban Living to sublicense PWA's works to anyone, and therefore has not and had had no right under the Agreement to sublicense any of PWA's works.

B. To declare that under the Agreement, any construction, marketing, and sale of any houses by each party claiming or asserted to be a sublicensee of Urban Living under the Agreement was not authorized by PWA under the Agreement.

C. Alternatively, if Urban Living contends that pursuant to the Agreement, it somehow effectively sublicensed any of PWA's works to anyone, to declare who such sublicensees are and the extent and nature of their purported sublicense, including but not limited to when such sublicense terminated.

D. To declare that under the Agreement, Urban Living is jointly and severally liable with its putative sublicensees for any use of PWA works by such putative sublicensees that was not in accordance with the terms of the Agreement.

E. To declare that Urban Living never satisfied the conditions precedent in the Agreement to authorize it to allow any outside draftsman, designer, engineer, or architect to modify any of PWA's works.

G. Alternatively, if Urban Living contends that pursuant to the Agreement, it somehow had the authority to allow an outside draftsman, designer, engineer, or architect to modify any of PWA's works, to declare the extent and nature of such authority, including but not limited to identifying the specific outside draftsmen, designers, engineers, or architects that were so authorized, which PWA works they were authorized to modify, and when such authority terminated.

H. To declare that under the Agreement, any putative sublicensee of Urban Living lacked the authority to modify any of PWA's works, or to authorize any outside draftsman, designer, engineer, or architect to do so.

I. To declare that any use, reproduction, or modification of PWA's works after January 17, 2014 by outside draftsmen, designers, architects, and engineers engaged by Urban Living or a putative sublicensee of Urban Living was not authorized by PWA under the Agreement.

J. Alternatively, if Urban Living contends that any particular use, reproduction, or modification of PWA's works after January 17, 2014 by an outside draftsman, designer, architect, or engineer engaged by Urban Living or a putative sublicensee of Urban Living was somehow authorized under the Agreement, to declare the extent and nature of such authority, including but not limited to identifying the specific uses, reproductions, or modifications of particular PWA works that were so authorized, and when such authority terminated.

K. To declare that the creation and distribution of two-dimensional derivatives of PWA's works in Urban Living marketing materials after

January 17, 2014 that did not include the Copyright Management Information required by the Agreement constituted a failure to satisfy an obligation of the Agreement.

L. To declare that the creation and distribution of two-dimensional derivatives of PWA's works in Urban Living marketing materials after January 17, 2014 that did not include the Copyright Management Information required by the Agreement caused the automatic termination of the Agreement as of the date of the first such creation or distribution.

M. To declare that Urban Living's engagement of outside draftsmen, designers, engineers, or architects to modify PWA's works without having such outside persons first execute and deliver to PWA the required Acknowledgement and Agreement constituted a failure to satisfy an obligation of the Agreement.

N. To declare that Urban Living's engagement of outside draftsmen, designers, engineers, or architects to modify PWA's works without having such outside persons first execute and deliver to PWA the required Acknowledgement and Agreement caused the automatic termination of the Agreement as of the date of the first such engagement.

O. To declare the date on which the Agreement terminated (whether automatically for cause, or automatically as of January 17, 2015).

P. To declare that, except for the sale and completing the construction of individual houses that had been properly licensed prior to the date the Agreement automatically terminated (which in no case was later than January 17, 2015), after the Agreement automatically terminated neither Urban Living, nor any putative

sublicensee of Urban Living, nor any outside draftsman, designer, architect, or engineer engaged by Urban Living or any putative sublicensee of Urban Living, had any right under the Agreement to make any further use of any PWA architectural work, technical drawing, or derivatives thereof.

CONDITIONS PRECEDENT

117. PWA generally avers that all conditions precedent to its rights of recovery have occurred or have been performed, or have been waived or excused by defendants.

JURY DEMAND

118. Pursuant to Federal Rule of Civil Procedure 38, PWA demands trial by jury on all issues so triable.

WHEREFORE, PREMISED CONSIDERED, Preston Wood & Associates, LLC prays that defendants cited to appear and answer, and that upon final trial it have and recover from defendants as set forth above, that it have injunctive relief, declaratory relief, and other relief against defendants as requested herein, and that it have such and other relief as it may show itself to be entitled.

Respectfully submitted,

Patrick Zummo
State Bar No. 22293450
Two HoustonCenter
909 Fannin, Suite 3500
Houston, Texas 77010
(713) 651-0590 (Telephone)
(713) 651-0597 (Facsimile)
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/s/ Louis K. Bonham

Louis K. Bonham
State Bar No. 02597700
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909 Fannin Street, Suite 3500
Houston, Texas 77010
(713) 228-8600 (Telephone)
(713) 228-8778 (Facsimile)
bonham@oshaliang.com

ATTORNEYS FOR PLAINTIFF
PRESTON WOOD & ASSOCIATES, LLC

EXHIBIT 1

DESIGN ONLY / STOCK PLAN LICENSE AGREEMENT

This Design Only / Stock Plan License Agreement ("Agreement") is between Preston Wood Associates, LLC ("PWA") and UL, Inc. d/b/a Urban Living ("Client").

1. License. Strictly conditioned on Client's timely and complete performance of all obligations set forth in this Agreement, and as elsewhere restricted in this Agreement, PWA grants Client a nonexclusive license to reproduce and modify the architectural works (as that term is defined in Title 17, United States Code) and technical drawings identified in the attached Exhibit A, and to construct and sell the buildings depicted in such architectural works. This license is personal to Client and, except as expressly provided herein, may not be assigned or sublicensed without PWA's written permission.

- a. License Fee

Prior to applying for any building permit (or starting construction, if no building permit is required) of any building that is based on any of the designs identified in Exhibit A, Client shall notify PWA in writing of the address of the intended construction and the design to be used, and pay PWA the amount detailed in Exhibit A (the "Construction License Fee") for each individual house (or, in the case of multifamily housing, each unit) to be constructed. **This reporting and payment of the Construction License Fee is a strict condition precedent to PWA's license to Client to construct and sell each building. Failure to timely report each intended construction and timely pay the Construction License Fee for a particular building will result in the building being unlicensed, and thus its construction and sale may be treated as acts of copyright infringement.**

- b. Term and Renewal. Unless previously terminated for cause, the term of this Agreement shall be for a period of one year from the date set forth below, and unless renewed as described below shall automatically terminate. Construction of individual houses that were properly licensed prior to termination may be completed and sold, but no other use of PWA's architectural works, technical drawings, or derivatives thereof, is permitted after termination.

Not less than 30 days prior to the termination of this Agreement, Client may request that the Agreement be renewed for another year. Such request must be in writing, and shall specify which of PWA's works Client wishes to continue to use. If within ten days of PWA's receipt of such request and payment, PWA notifies Client that the requested extension is refused, this Agreement will terminate at the end of the present term; otherwise, the request for renewal will be deemed granted and this Agreement will be renewed for one year for each of the plans Client has identified. Similar renewals in subsequent years may be requested in the same fashion.



- c. Right to Sublicense. Client is permitted to sublicense other builders to construct and market the architectural works identified in Exhibit A, strictly conditioned on the following:
 1. Prior to any such sublicense, Client shall send PWA written notice of its intent to sublicense, identifying the intended sublicensee.
 2. Prior to any such sublicense, Client shall deliver to PWA the sublicensee's written acknowledgement and agreement to be bound by the terms of this Agreement, and specifically acknowledging the conditions of advance reporting of intended construction and payment of the Construction License Fee and PWA's ownership of valid copyrights in the architectural works.
 3. Any sublicense granted shall automatically terminate at the same time as the license granted herein to Client.
 4. Client agrees that it shall be jointly and severally liable with any sublicensee for any use by sublicensee of the architectural works identified in Exhibit A that are not in accordance with the terms of this Agreement.
 - d. Termination for Cause. Failure of Client or any sublicensee of Client to satisfy any of its obligations under this Agreement shall result in the automatic termination of this Agreement for cause.
2. Plans Provided and Modification of Works. Within 3 days of Client's written request for a particular design or designs on Exhibit A, PWA will provide Client with copies of such works in electronic form (.DWG format). Client acknowledges that these materials are being provided on an "as is" basis, and that PWA has no further obligations to correct or modify the works. Conditioned on Client's maintenance of PWA's copyright management information (as described infra in Section 4), Client is allowed to modify such architectural works and technical drawings. Client agrees to fully indemnify and hold PWA harmless from all claims arising from any use of such modified plans, including the construction of any building from them. Client is permitted to engage outside draftsmen, designers, engineers, or architects to modify the works, so long as such outside persons first execute and send to PWA an Acknowledgment and Agreement in the form attached as Exhibit B. Upon 10 days of the completion of any modified plans based on any PWA work (whether by Client or an outside draftsman, designer, engineer, or architect), Client shall cause a copy of such modified plans to be e-mailed to PWA at sam@jackprestonwood.com. Client is not permitted to transfer editable electronic versions (including .DWG or equivalent format files) that depict any PWA work to anyone who has not executed an Acknowledgment and Agreement in the form attached as Exhibit B, nor may Client sublicense the modification of the works to other builders without PWA's express written permission.



3. Ownership of Copyrights. Client acknowledges and agrees that PWA is the sole owner of valid copyrights in the architectural works and technical drawings listed in Exhibit A. Client hereby assigns all architectural works copyrights that it may have in any modified versions of such architectural works to PWA, and will require all outside draftsmen, designers, engineers, or architects Client engages to modify any of the works to execute writings to do so. Client further agrees to execute such additional writings that PWA may reasonably require effectuating this provision.

4. Copyright Management Information. Any reproduction of unmodified copies of any PWA works will maintain PWA's title block and copyright notices, and such maintenance of this copyright management information is a strict condition precedent to PWA licensing such reproduction. Modified plans must remove PWA's title blocks and copyright notice, but must include the following legend in the title block of each sheet of plans:

Architectural work depicted © [date] Preston Wood Associates, LLC
This notice is "copyright management information" under the Digital Millennium Copyright Act, and is included to police and deter copyright infringement, and accordingly must not be removed or modified.

Other two-dimensional derivative works (including marketing materials) must include the following legend:

Architectural work depicted © [date] Preston Wood Associates, LLC

Maintenance of these legends is a strict condition precedent to PWA's licensing of such creation and distribution of derivative works.

5. Non-Compete Agreement. Except as provided herein, PWA agrees that during the term of this Agreement, it will not license other builders to use any PWA design for construction pads that are less than 30' ft. in width or depth. This restriction is limited to buildings to be constructed inside Beltway 8 in the Houston metropolitan area (*i.e.*, PWA is free to license the construction of any buildings outside Beltway 8). Additionally, as exceptions to this restriction, PWA remains free to license any of its designs to the following persons for construction inside Beltway 8:

Tom Thibodeau, City Design Associates
Andy Suman and Chad Muir, Rohe and Wright Builders
Tom O'Leary, Anderson Canyon
Robert Bland and Derek Darnell, Pelican Builders
Michael Croix, Croix Custom Homes
Mike Surface and Paul Dickson, Keystone Classic Homes



John Santasiero, Riverway Properties
Steve Strellar, Charter Custom Homes
Jason Millis, Millis Development and Construction
Eric Hess, Woodhaven Development
Dave Rash, Arbor Classic Homes
Chris Cunningham, Cunningham Development LTD
Richard Mazzarino, Mazzarino Development and Construction
Kyle Smith, Avalon Builders
Bill Workman and Samantha Wood, Urban Space
Vahid Shariatza, Manzel Contemporary Homes
Ken Williams, Collina Homes

This Non-Compete Agreement is contractual in nature, and is not and shall not be construed as granting Client any exclusive license in any architectural work.

6. Confidentiality. Client agrees that editable electronic versions of PWA's works (including .DWG or equivalent format files) are confidential to PWA, and shall not be distributed to or shared with anyone except as expressly authorized by this Agreement. Violations of this confidentiality agreement shall entitle PWA to liquidated damages of the greater of PWA's actual damages or liquidated damages of \$1,000 for each distribution of any such file. Alternatively, because any such distribution is beyond the scope of any license granted herein, the parties agree that PWA may treat such distributions as infringements of its copyrights and seek remedies for copyright infringement as provided by federal law. If Client has provided such editable electronic versions of PWA's works to outside draftsmen, designers, engineers, or architects, and any such party thereafter violates this provision, Client shall be jointly and severally liable with the violator to PWA.

Client also agrees that the amount of the Construction License Fee shall be confidential, and shall not be disclosed to anyone other than Client's employees without the written permission of PWA. Violation of this provision shall entitle PWA to terminate this Agreement for cause, and to recover the greater of its actual damages or liquidated damages of \$10,000 for each such improper disclosure.

7. General. This Agreement is governed by the laws of the State of Texas, as well as federal law. This Agreement is the sole agreement between the parties, and supersedes all prior agreements. This Agreement may not be modified except by a writing signed by all parties.



EXECUTED AND EFFECTIVE this the 17 day of January , 2014.

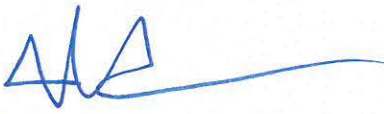
PRESTON WOOD ASSOCIATES, LLC.



By:

Its:

UL, Inc. d/b/a Urban Living



By:

Its:

Exhibit A

CONFIDENTIAL – DO NOT DISTRIBUTE

The Works covered by this Agreement are __ Plans on Preston Wood and Associates Website www.jackprestonwood.com and or any additional plans furnished to client from PWA.

The Construction License Fee shall be \$250 for each individual house (or, in the case of multifamily housing, each unit) to be constructed.



EXHIBIT B: ACKNOWLEDGEMENT AND AGREEMENT

In consideration for being permitted access to electronic and other copies of certain architectural works owned by Preston Wood Associates, LLC ("PWA"), _____ ("Consultant") agrees to and acknowledges the following:

UL, Inc.
d/b/a Urban Living

1. Consultant has read pp. 1-5 of that Design Only / Stock Plan Agreement between PWA and ~~City Design Associates~~ (the "Agreement"), a copy of which (without Exhibit A thereto) is attached.
2. Consultant acknowledges the requirement to maintain PWA's copyright management information on all copies or modified versions of PWA's work, and recognizes that such maintenance of PWA's copyright management information is a strict condition precedent to the license created by the Agreement.
3. Consultant agrees to fully indemnify and hold PWA harmless from all claims arising from any use of any versions of any PWA design or plan that Consultant has modified in any way.
4. Consultant acknowledges and agrees that PWA is the sole owner of valid copyrights in the architectural works covered by the Agreement.
5. Consultant hereby assigns to PWA all copyrights in any modified version of any PWA architectural work that Consultant creates, and agrees to execute any additional writings that PWA may reasonably request to effectuate such assignment.
6. Within 10 days of completing any modified plans based on any PWA design, Consultant must e-mail a copy of such modified plans to PWA at sam@jackprestonwood.com
7. Consultant acknowledges that PWA's license to construct its architectural works is strictly conditioned on the timely reporting of such intended construction and advance payment of the required Construction License Fee, and that any construction or marketing of houses where such conditions precedent have not been performed will be acts of copyright infringement.
8. Consultant acknowledges that editable electronic versions of PWA's architectural works (including *.DWG or equivalent format files) are considered confidential under the Agreement, and must not be distributed in a fashion not expressly authorized by the Agreement. Consultant agrees that it shall be subject to the remedies set forth in paragraph 6 of the Agreement for any violations of that paragraph.

AGREED AND ACKNOWLEDGED this the ___ day of _____, 201__.

_____ ["Consultant"]

By:
Its:

EXHIBIT 2

STACKING ORDER

	Description	Notes	Sub Total			
✓	1. Land Kit					
✓	2. Architecture		\$ 22,900.00			
✓	- Site Plan					
✓	- Floor Plan					
✓	- Architect Proposal					
✓	- Architect Contract					
	3. Civil Engineering					
	- Civil Proposal					
	- Plan and Profile Proposal					
	- Civil Contract					
	- Plan and Profile Contract					
	4. Wastwater					
	5. Structural					
	- Structural Proposal					
	- Structural Contract					
	6. Interior Design					
	- Design Solutions					
	7. Survey					
	- Signed & Sealed Survey					
	8. Replat					
	- Replat Proposal					
	9. Soil Test					
	- Soil Test Proposal					
	10. Demolition					
	11. Environmental					
	12. Permitting					
Number of Units		18	Cost Per Unit	\$ 1,272.22	TOTAL	\$ 22,900.00





URBAN LAND ACQUISITION

0 Nagle



SUMMARY

Square Footage	29,896
Lot Price	\$618,557.00
Price Per Square Foot	\$20.69
Chapter 42 Density	18
Alternative Density	17
Chapter 42 Subdivided Lot Price	\$34,364.28
Alternative Subdivided Lot Price	\$36,385.71
Square Footage	1500
Product Price Point	279,000
Execution Date	
Option Express Date	
Close Date	
Earnest Money	
Option Fee	
Assignment Fee	

HARRIS COUNTY APPRAISAL DISTRICT
 REAL PROPERTY ACCOUNT INFORMATION
016205000007

Tax Year: 2013

Owner and Property Information			
Owner Name & Mailing Address:	CHAVEZ ALICIA 409 N NAGLE ST HOUSTON TX 77003-1129	Legal Description:	TRS 7 & 8A HENDERSON
		Property Address:	409 N NAGLE ST HOUSTON TX 77003

State Class Code				Land Use Code		
A1 -- Real, Residential, Single-Family				1001 -- Residential Improved		
Land Area	Total Living Area	Neighborhood	Neighborhood Group	Market Area	Map Facet	Key Map®
3,570 SF	1,512 SF	7117	1420	140 -- 1D South of Bayou	5457B	494J

Value Status Information			
Capped Account	Value Status	Notice Date	Shared CAD
No	Noticed	03/29/2013	No

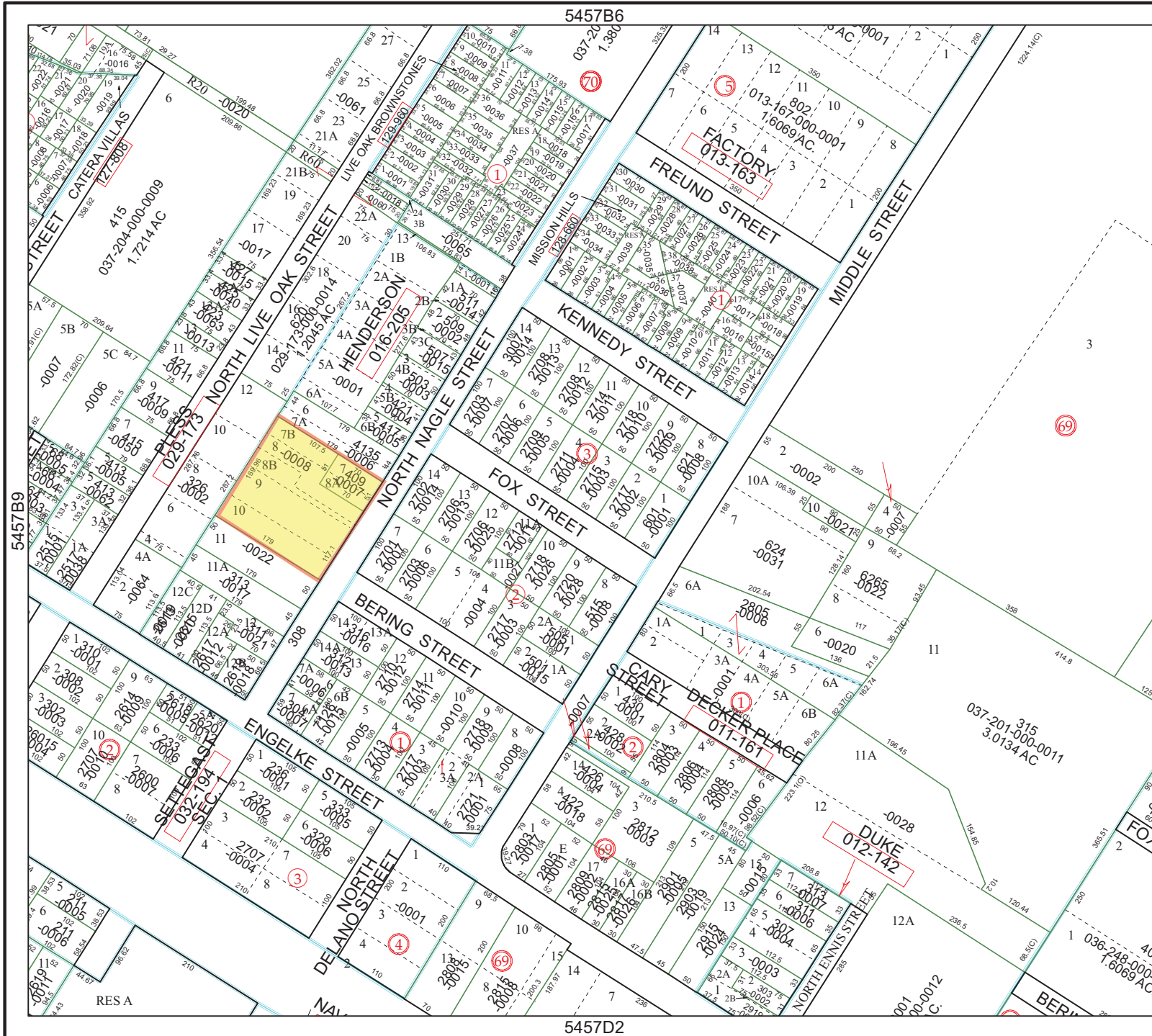
Exemptions and Jurisdictions					
Exemption Type	Districts	Jurisdictions	ARB Status	2012 Rate	2013 Rate
Residential Homestead	001	HOUSTON ISD	Certified: 08/09/2013	1.156700	1.186700
	040	HARRIS COUNTY	Certified: 08/09/2013	0.400210	
	041	HARRIS CO FLOOD CNTRL	Certified: 08/09/2013	0.028090	
	042	PORT OF HOUSTON AUTHY	Certified: 08/09/2013	0.019520	
	043	HARRIS CO HOSP DIST	Certified: 08/09/2013	0.182160	
	044	HARRIS CO EDUC DEPT	Certified: 08/09/2013	0.006617	
	048	HOU COMMUNITY COLLEGE	Certified: 08/09/2013	0.097173	
	061	CITY OF HOUSTON	Certified: 08/09/2013	0.638750	
	925	HARRISBURG ZONE TIRZ (061)	Certified: 08/09/2013	0.000000	
	991	GRTR E END MGMT RES	Certified: 08/09/2013	0.000000	

Valuations					
Value as of January 1, 2012			Value as of January 1, 2013		
	Market	Appraised		Market	Appraised
Land	55,264		Land	55,264	
Improvement	64,659		Improvement	44,295	
Total	119,923	119,923	Total	99,559	99,559

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	1001 -- Res Improved Table Value	SF1	SF	3,570	1.29	1.00	1.00	--	1.29	12.00	15.48	55,264

Building							
Building	Year Built	Remodeled	Type	Style	Quality	Impr Sq Ft	Building Details
1	1930	2001	Residential Single Family	Residential 1 Family	Low	1,512 *	Displayed

* All HCAD residential building measurements are done from the exterior, with individual measurements rounded to the closest foot. This measurement includes all closet space, hallways, and interior staircases. Attached garages are not included in the square footage of living area, but valued separately. Living area above *attached* garages is included in the square footage living area of the dwelling. Living area above *detached* garages is not included in the square footage living area of the dwelling but is valued separately. This method is used on all residential properties in Harris County to ensure the uniformity of square footage of living area measurements district-wide. There can be a reasonable variance between the HCAD square footage and your square footage measurement, especially if your square footage measurement was an interior measurement or an exterior measurement to the inch.



Harris County Appraisal District

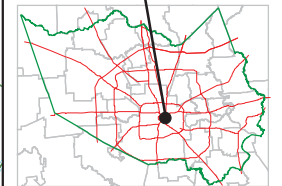


0 100 200
 PUBLICATION DATE:
 8/8/2013

Geospatial or map data maintained by the Harris County Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries.



MAP LOCATION



FACET 5457B

1	2	3	4
5	6	7	8
9	10	11	12

HARRIS COUNTY APPRAISAL DISTRICT
 REAL PROPERTY ACCOUNT INFORMATION
0162050000008

Tax Year: 2013

Owner and Property Information	
Owner Name & Mailing Address:	CHAVEZ JOSE S 2710 BERING ST HOUSTON TX 77003-1106
Legal Description:	LTS 9 & 10 & TRS 7B 8 & 8B HENDERSON
Property Address:	0 NAGLE ST HOUSTON TX 77003

State Class Code		Land Use Code		Building Class		Total Units
C2 -- Real, Vacant Commercial		7300 -- Comm. Tabled Vacant Land		E		0
Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map®
26,326 SF	0	0	5915.12	3010 -- HISD Inside 610 Loop	5457B	494J

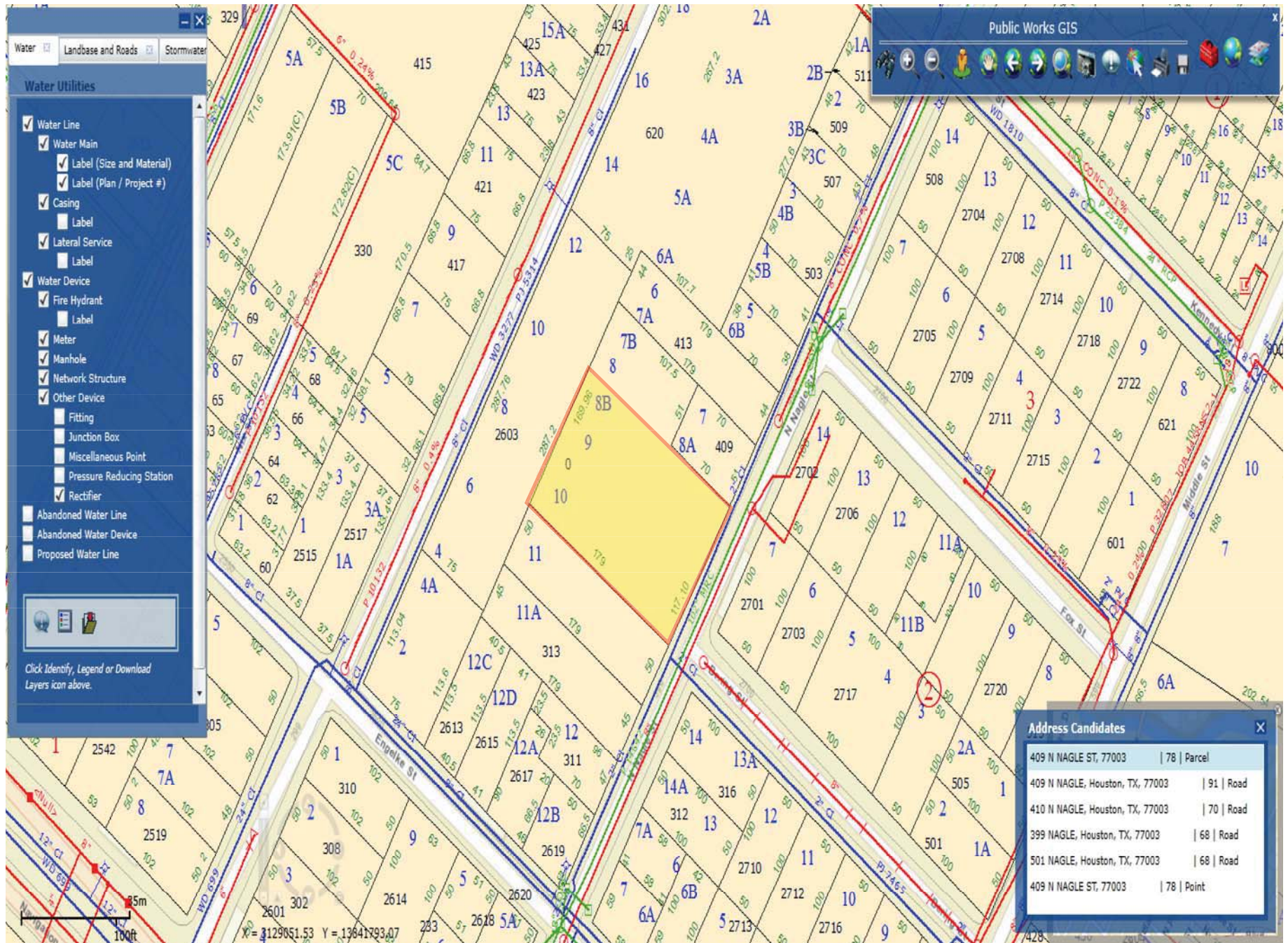
Value Status Information			
Capped Account	Value Status	Notice Date	Shared CAD
No	Noticed	04/05/2013	No

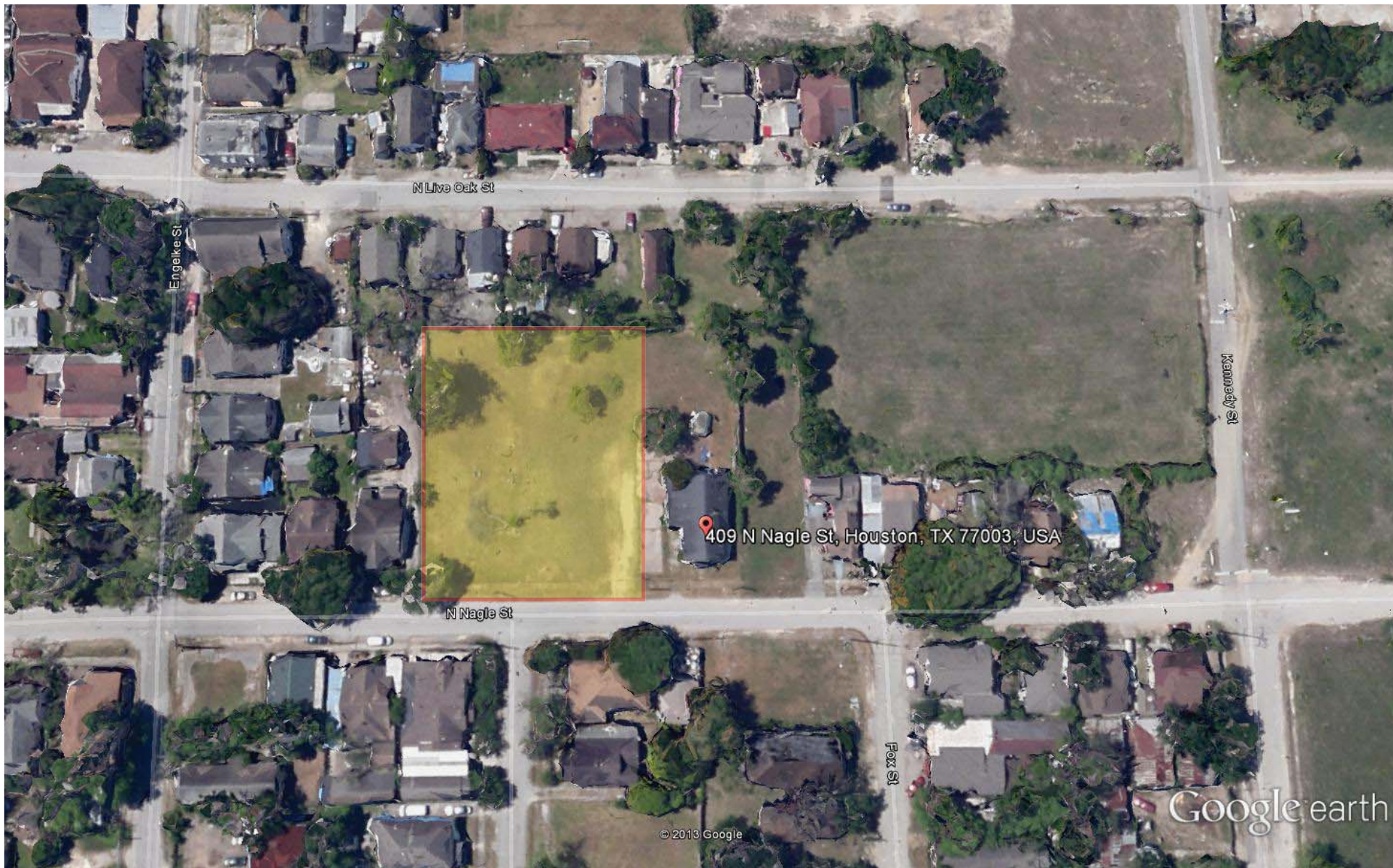
Exemptions and Jurisdictions					
Exemption Type	Districts	Jurisdictions	ARB Status	2012 Rate	2013 Rate
None	001	HOUSTON ISD	Certified: 08/09/2013	1.156700	1.186700
	040	HARRIS COUNTY	Certified: 08/09/2013	0.400210	
	041	HARRIS CO FLOOD CNTRL	Certified: 08/09/2013	0.028090	
	042	PORT OF HOUSTON AUTHY	Certified: 08/09/2013	0.019520	
	043	HARRIS CO HOSP DIST	Certified: 08/09/2013	0.182160	
	044	HARRIS CO EDUC DEPT	Certified: 08/09/2013	0.006617	
	048	HOU COMMUNITY COLLEGE	Certified: 08/09/2013	0.097173	
	061	CITY OF HOUSTON	Certified: 08/09/2013	0.638750	
	925	HARRISBURG ZONE TIRZ (061)	Certified: 08/09/2013	0.000000	
	976	GREATER EAST END MNGM	Certified: 08/09/2013	0.150000	
	991	GRTR E END MGMT RES	Certified: 08/09/2013	0.000000	

Valuations			
Value as of January 1, 2012		Value as of January 1, 2013	
	Market	Appraised	
Land	315,912		Land
Improvement	0		Improvement
Total	315,912	315,912	Total

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	7300 -- Comm. Tabled Vacant Land	SF1	SF	26,326	1.00	1.00	1.00	--	1.00	12.00	12.00	315,912

Building												
Vacant (No Building Data)												



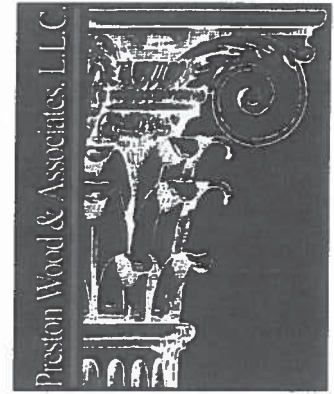


Google earth

feet
meters



DWG NAME: L:\2005 Acad Drawings\D5214\Marketing\D5214-MK-5-8

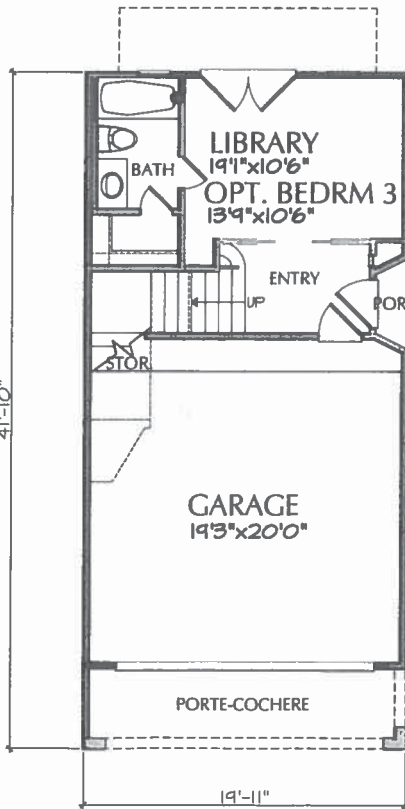


JOB# D5214-1921-5-8

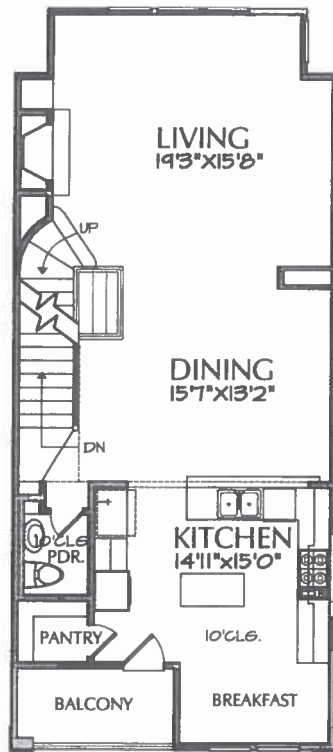
LEVEL ONE: 286
LEVEL TWO: 816
LEVEL THREE: 819

TOTAL LIVING: 1921
TOTAL COVERED: 2484

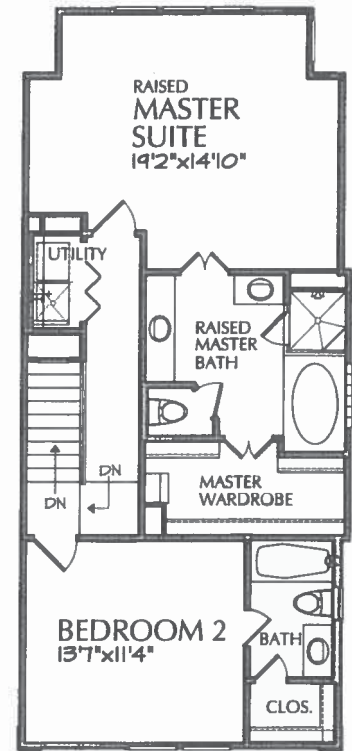
OVERALL WIDTH: 19'11"
OVERALL DEPTH: 41'10"



FIRST FLOOR



SECOND FLOOR



THIRD FLOOR



LOTS 5 - 8



UrbanProjectManagement.com
 5023 Washington Avenue
 Houston, Texas 77007
 713-868-7226

In
 Partnership
 with



CameronArchitects.com
 701 N Post Oak, Ste 428
 Houston, Texas 77024
 713-666-2185

ARCHITECTURAL SOLUTIONS

Address
0 Nagle

	Site Plan	Per Lot	Total
6	Up to 6 lots	\$ 250.00	\$ 1,500.00
12	7 or more lots	\$ 200.00	\$ 2,400.00
	Single family	\$ 1,500.00	\$ 0.00

	Site Fees	Per Lot	Total
18	Amount per lot to add city note, fencing, walkways. Location of utilities	\$ 100.00	\$ 1,800.00

New Custom	Sq. Ft ¹	Per Sq. Ft	Total
		\$ 3.50	\$ 0.00

Stock Plans	A	Sq. Ft ¹	B	Sq. Ft ¹	C	Sq. Ft ¹	D	Sq. Ft ¹	Per Sq. Ft	Total
No Changes	1	1,921								\$ 0.00

	Redraws	Sq. Ft ¹	Per Sq. Ft	Total
	Stage 1: Elevation changes without roof changes		\$ 1.00	\$ 0.00
1	Stage 2: Roof changes and some design changes	1,921	\$ 1.50	\$ 2,881.50
	Stage 3: Major plan changes with roof plan, exterior wall finishes, windows and minor interior wall movement		\$ 2.00	\$ 0.00
	Stage 4: Complete redraw of basic design to fit customer's needs in size and style. Not to exceed new plan charge		\$ 2.50	\$ 0.00

	Additional Front Elevations	Each	Total
		\$ 750.00	\$ 0.00

¹All per square foot prices are based on total living square footage. Total living area shall exclude, garages, balconies, roof terraces, and porches. The square footage is estimated according to Client's "Scope of Work" as a final footage cannot be calculated until the Design Development Phase.

Flip Plan		Per Plan	Total
1		\$ 1,500.00	\$ 1,500.00

Repeat Fees		Per Unit	Total
16	First 10 repeats of same plan	\$ 950.00	\$ 15,200.00
	Additional repeats of same plan after first 10	\$ 0.00	\$ 0.00

Revisions After Prior Approval		Per Hour	Total
		\$ 200.00	\$ 0.00

Energy Code Form		Per Unit	Total
1	(ResCheck)	\$ 500.00	\$ 500.00
	Additional calculations on same project	\$ 200.00	\$ 0.00

Administration		Per Hour	Total
		\$ 100.00	\$ 0.00

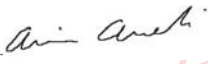
Sales Plan		Per Plan	Total
		\$ 250.00	\$ 0.00

Printing Charges		Each Sheet	Total
	Copies (\$5.00 Minimum)	\$ 2.75	\$ 0.00
	Computer Files (.dwg) and Plot Files (.plt)	\$ 15.00	\$ 0.00

Preparation of PDF File and Backgrounds		Each Sheet	Total
		\$ 5.00	\$ 0.00

Notes		Total
Stage 2 Redraw- Living and Master on plan will need to brought in approximately 3'-0"		-\$ 2,881.50
		\$ 0.00

Check #		PO #		TOTAL	\$ 22,900.00
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Accepted By	
Name:	
Signature:	
Date:	

Digitally signed by Aviv Arieli
 DN: cn=Aviv Arieli, o=RZ Enterprises USA, Inc., ou, email=aviv@rz-inc.com, c=US
 Date: 2014.03.04 10:03:05 -06'00'

Approval	
Name:	
Signature:	
Date:	

AGREEMENT BETWEEN OWNER AND ARCHITECT PROPOSAL AND PRICE LIST

THIS AGREEMENT BETWEEN OWNER AND ARCHITECT (this "Agreement") is made as of February 27, 2014 by and between Oppidan Homes, and CAMERON ARCHITECTS, INC. ("Architect"). Owner and Architect agree as set forth below for project located at:

Lot	9 and 10	City	Houston
Block		Address	0 Nagle
Section	---		Houston, TX 77008

Cameron Architects, Inc. wishes to thank you for allowing us the opportunity to propose our services.

We propose to provide Professional Services to prepare architectural drawings as necessary to obtain a permit from local building authorities for:

Site Plan: 18 Lots; 29,557 Sq Ft.
 Architectural Plans: (ED5214-1921-5-8)- 1 Stock Plan, 1 Reverse Plan, and 16 Repeat Plans
 Redraws: Stage 2 Redraw with minor changes to living room and master bedroom exterior wall; will need to be brought in approximately 3'-0" to fit within property lines.
 ResChecks: 1

Scope of Work	Create a site plan and 1 set of architectural plans adhering to City of Houston Requirements.
---------------	---

701 North Post Oak, Ste 428
 Houston, Texas 77024



Office: 713-666-2185
 Cell: 713-502-6644

Cameron Architects, Inc. is an architectural firm in the State of Texas. We are not an engineering firm, we do not qualify to be one, nor are we licensed to design structural framing, wind bracing or foundations. A licensed professional engineer should be contracted and consulted immediately regarding framing, wind bracing and the foundation designs. Should an engineer’s seal be present on these drawings, the “Engineer of Record” shall bear all responsibility for the structure, wind bracing and foundation designs for this project. Cameron Architects, Inc. is not to be held responsible for the structural design in any way matter or form if any problems may arise.

The Owner shall provide, at his expense and as may be required, a certified land survey of the site providing necessary topographical information; soils test, including borings, as necessary; and fees and other costs related to securing approval of authorities having jurisdiction over the Project. The Architect shall be entitled to rely on the accuracy and completeness of all information furnished.

In addition to Compensation for Basic Services, the Owner shall be invoiced for Reimbursable Expenses, as Applicable, including transportation, lodging, long-distance communications, reproduction and handling of drawings, etc. Reimbursable Expenses shall be computed and invoiced at cost plus fifteen percent (115.0%). The Owner will authorize any transportation and lodging in advance.

Compensation for Additional Services, when performed with the Owner’s knowledge and authorization, such as making revisions in drawings when such revisions are inconsistent with Owner’s approvals or instructions previously given, providing detailed estimates of construction costs, architectural renderings, interior design, or other Additional Services not customarily furnished, shall be computed and invoiced on the basis of:

Principal	\$250.00 Per Hour	Draftsmen	\$85.00 Per Hour
Supervisory	\$175.00 Per Hour	Clerical	\$55.00 Per Hour

Or as otherwise mutually agreed for a particular item of Additional Service.

An initial payment of \$ 22,900.00 shall be made upon acceptance of this proposal. Fees shall be invoiced at the completion of the following phases:

Initial Payment	\$ 22,900.00
Preliminary Design	
Design Development	
Construction Docs	
TOTAL	\$ 22,900.00

ADDITIONAL SERVICES:
See Architectural Solutions Form for Details.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

The Terms and Conditions for Professional Services is an attachment to the Agreement between Designer and Client. Client authorizes commencement of work by signing the "Approved" section of the Agreement. The Terms and Conditions for professional services is hereby incorporated and made a part of the contract between the parties. In consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as to the following:

RELATIONSHIP BETWEEN CLIENT AND CAMERON ARCHITECTS INC.:

Designer is retained by the Client to design and produce construction documents as defined in the Agreement. Client shall provide Designer in writing with all information relevant to the project and shall advise of any condition known to Client that may affect Designer's performance under this Agreement. Designer's services are for the benefit of the Client, but Client recognizes that the extent of those services is limited by the information provided by the Client as well as the Client's budget for such services. The Client must be aware that a more detailed and extensive investigation of the applicable conditions surrounding this project might yield more accurate and reliable information that might affect some of Designer's decisions and such investigation when necessary may cost the Client additional fees. The needs for additional investigation and the cost of same will be discussed with the Client before any additional work begins. Designer has no responsibility for the work product of any independent consultants required for the Client's project, nor for completeness, adequacy, or quality of said independent consultants' work, or specialty work.

REIMBURSABLE FEES:

Reimbursable Expenses are in addition to compensation for Designer Services and include expenses incurred by Designer and/or Designer's staff for expenses directly related to the Project. Reimbursable Expenses shall be computed as a multiple of ~ 30% times the amount of the expenses incurred. Reimbursable Expenses are as follows but not solely limited to same:

- A. Transportation in connection with the Project.
- B. Fees or expenses paid in connection to securing approval by authorities having jurisdiction over the Project.
- C. Reproductions, plot, PDF files, standard form agreements, postage handling, and delivery of Instruments of Service.
- D. 3-D Modeling, rendering, and mock-ups to best aid Client in comprehending the design and drawings of the Project.
- E. Any additional expense for insurance carried in excess solely for this Project.
- F. Other such direct expenses related solely to this Project.

INFORMATION PROVIDED BY CLIENT:

Designer and the Client shall discuss and agree upon the information needed for rendering of services. The client agrees to provide to Designer all such information below and as agreed to be necessary. With respect to such information, the Client understands and agrees that Designer will rely solely upon the Client to ensure the accuracy and completeness thereof; as the Client recognizes that it is impossible for Designer to assure the accuracy, completeness and sufficiency for such information. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold PWA& harmless from any claim, liability, cost (including reasonable attorney's fees and costs of defense) or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to Designer. Supplementing the foregoing, the Client represents and affirms that the Client is fully and completely responsible for such information and that Designer shall have no responsibility therefore.

1. LEGAL DESCRIPTION
Lot: 9 & 10 Block: --- Section: --- Subdivision: _____
2. STREET ADDRESS: 0 Nagle
3. SURVEY MUST HAVE THE FOLLOWING INFORMATION:
 - a. Property Lines with dimensions and bearings
 - b. Setbacks, Building Lines, and Easements
 - c. Flood zone information and Base Flood Elevation if necessary
 - d. Alleys, Ditches, Culverts (dimension from edge of pavement to center of ditch)
 - e. Existing trees located in front setback or right of way.
 - f. All existing structures (even if they are to be demolished) & all non-pervious area
 - g. Location of nearest storm drain and depth
 - h. Power Pole locations
4. ELEVATION CERTIFICATE (Required if Property is in Flood Zone)
 - a. Flood Zone information and Base Flood Elevation if necessary
5. TOPOGRAPHICAL SURVEY: Recommended for highly wooded or sloping terrain.
6. UTILITY LOCATIONS:
 - a. Electricity (power pole & power lines, and transformers located on survey)
 - b. Gas (Gas Capacity letter from Utility Company and/Or Gims Map)
 - c. Water (Water Capacity letter from City of Houston and/Or Gims Map)
 - d. Storm Sewer (Sewer Capacity letter from City of Houston and/or Gims Map)
 - e. Sanitary Sewer (Sewer Capacity letter from City of Houston and/or Gims Map)
7. RESTRICTIONS:
 - a. Deed Restrictions
 - b. Title Report
 - c. Building Guidelines
8. SOIL REPORT: 1 to 2 borings depending on size of building site
9. BUDGET: A realistic budget or projected sales price is very important.
10. ADDITIONAL INFORMATION that may be required should be furnished by the Client:
 - a. Consultants other than Engineering Consultants listed in Compensation, Item 5d.
 - b. Client shall furnish tests, inspections, and reports as may be requested by Designer.



OWNERSHIP OF DOCUMENTS / INSTRUMENTS OF SERVICE:

- A. The Drawings, including, but not limited to, plans, details, specifications, renderings, and marketing, and those in electronic form prepared by the Designer and any consultants are the Instruments of Service for use solely with respect to the description and location of this Project. The Designer and Consultants on this Project shall be deemed the authors and owners of their respective Instruments of Service and shall retain all copyright and other reserved legal rights.
- B. Upon execution of this Agreement, Designer grants to Client a nonexclusive license to reproduce the Designer's Instruments of Service solely for constructing, using, and maintaining with respect to this Project; provided the Client complies with all Client responsibilities including prompt payment of all monies when due, under this Agreement. It is further understood that without prior written consent and compensation to Designer that any other use of Designer's Instruments of Service will be a violation of Designer's ownership and copyright. Client's use of the same or similar drawings at another location will be considered theft of plans and be subject to legal action.
- C. If this Agreement is terminated prior to completion of the Project the license shall terminate. Upon termination the client shall cease making any further reproductions in hard copy or electronic format and shall return within 10 days of termination all reproductions and any electronic data to Designer.

CHANGE ORDERS:

A change order fee may be charged by Designer for any additional work performed once a Phase is completed and approved by the Client's signature. Change Orders will be charged at an hourly rate or at a set fee. Client will be given notification and an estimate of the fee for additional services as expediently as possible by Cameron Architects Inc..

- A. A Change Order is any change that involves the moving of walls or changes the dimensions of the design that is administered by the Designer during or subsequent to the Design Development Phase of the project.
- B. Designer may also charge for a change in scope of work, and/or meetings with client and or consultant in excess of the number of meetings as outlined in the PW & A Design Process Brochure. (See attachment A)
- C. Services resulting from changes in scope or magnitude of the project as described and agreed to above. This includes any additional items that may be discovered during the analysis of documents furnished by the Client and/or consultants.
- D. Services rendered in connection with a public hearing, arbitration proceeding or legal proceeding in conjunction with the design or approval progress of the project
- E. Services as a result of a change to subdivision, city and state codes, mandates, planning or zoning laws or any change in the interpretation of mandates.
- F. Services involving changes to design and documents due to errors in information provided by consultants
- G. Services resulting from change in Client's budget.

PRINTING COSTS:

Client to receive the following included in fee: according to project type below:

- A) Single Family Residence: (2) Permit Sets and (1) Set of Construction PDF's.
- B) Townhouse Units: (2) Permit Sets per each different plan only and PDF's of Construction Sets
- C) Repeats and Flip Repeats: PDF's Only

Additional sets of plans will be billed according to size and number of pages at the rates listed below:

Blue lines	Plotting
24"x 36" page - \$2.50/page	24"x 36" page - \$7.00/page
30"x 42" page - \$3.00/page	30"x 42" page - \$10.20/page
36"x 48" page - \$3.50/page	36"x 48" page - \$14.00/page

TERMINATION/ CANCELLATION:

- A. If Client fails to make payment to Designer in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination. However, Designer with 10 days written notification may only suspend services for non-payment. If the Designer elects to suspend services the Designer shall have no liability to the Owner for delay or damage caused the client for such delay. Before resuming any services, Designer shall be paid all sums due prior to suspension and any expenses incurred in the interruption of services. The Designer's fees for the remaining services and timeline shall be equitably adjusted.
- B. This Agreement may be terminated by either party upon not less than 10 days written notification of either party should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination.
- C. Client may terminate with 10 days written notification to the Designer for the Client's convenience and for no cause.
- D. If the Project is suspended by Client for 30 consecutive days, Designer is to be compensated for services performed prior to notice of suspension. Upon resuming services Designer's fees and timeline for the remainder of the Project should be equitably adjusted.
- E. If the Project is suspended by Client for 90 consecutive days, the Designer may terminate this Agreement with not less than 7 days written notification.
- F. In the event of termination not the fault of the Designer, the Designer shall be compensated for services performed prior to termination, together with any Reimbursable Expenses and Termination Expenses. Termination Expense is the amount of the Designer's anticipated profit on the value of the services not performed by the Designer.

NOTICES:

All notices in writing to be given hereunder by either party to the other party shall be served by certified or registered mail letter or sent by facsimile or any means that provides proof of delivery.



LIMITATION OF LIABILITY:

If the Client or any agent of the Client authorizes deviations, recorded or unrecorded, from the documents prepared by the Designer and/or its Consultants, the Client shall not bring any claim against the Designer and/or its Consultants. The Client shall indemnify and hold the Designer and its Consultants, its employees and agents harmless from and against all claims, losses, damages and expenses, including but not limited to, defense costs and Designer's time, to the extent such claim, loss, damage or expense arises out of, or results in whole or in part, of such deviations by the Client or parties other than the Designer.

Furthermore, the Client hereby agrees to indemnify, save and hold harmless the Designer from and against any and all liability, loss, cost, claim, damage, injury or death (including those of third parties) and all costs and expenses (including reasonable attorney's fees and costs of any litigation related thereto) incurred or sustained by, or asserted against Designer, arising out of, or as a result of, or related to: i) Client's negligence; ii) Client's breach of any representation, warranty, obligation or responsibility imposed on it by provisions of this Agreement, or iii) any failure by Client to perform the covenants given by Client pursuant to this Agreement.

Cameron Architects Inc.'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF SERVICES RENDERED BY Cameron Architects Inc. — INCLUDING BUT NOT LIMITED TO ANY CLAIMS BROUGHT BY CLIENT AGAINST Cameron Architects Inc. AS WELL AS ANY CLAIMS BY THIRD PARTIES AGAINST Cameron Architects Inc. FOR CONTRIBUTION OR INDEMNITY — FOR ANY DAMAGE (FINANCIAL OR OTHERWISE), LOSS, INJURY, OR OTHER DAMAGE TO PERSONS, PROPERTIES (INCLUDING, BUT NOT LIMITED TO, DIMINUTION IN VALUE), OR WORK PERFORMED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND FOR ANY OTHER CLAIM SHALL BE LIMITED TO THE GREATER OF (A) TWENTY FIVE THOUSAND DOLLARS (\$25,000) OR (B) PAYMENT RECEIVED BY Cameron Architects Inc. FROM CLIENT FOR THE PARTICULAR SERVICE PROVIDED GIVING RISE TO THE CLAIM.

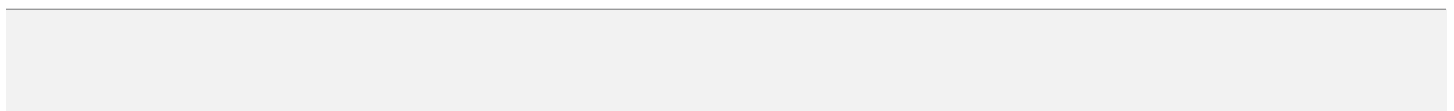
NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS LIMITATION OF LIABILITY SET FORTH HEREIN IS FOR ANY AND ALL MATTERS FOR WHICH Cameron Architects Inc. MAY OTHERWISE HAVE LIABILITY ARISING OUT OR IN CONNECTION WITH THIS AGREEMENT, WHETHER THE CLAIM ARISES IN CONTRACT, TORT, STATUTE OR OTHERWISE, INCLUDING ATTORNEYS' FEES AND COSTS INCURRED IN PURSUING ANY CLAIMS

MEDIATION:

- A. The Designer and Client shall first attempt to resolve claims, disputes, and other matters between themselves by mediation in advance of any legal or equitable proceedings. Request for mediation shall be filed in writing with the other party to this Agreement. Any demands or filings shall be stayed for 60 days from the date of filing pending mediation or for a longer period by Agreement of both parties.
- B. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the city or town where the Project is located, unless otherwise agreed to by both parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

DISPUTES:

- A. The Designer and the Client waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation to all consequential damages due to either party's termination in accordance with TERMINATION / CANCELLATION, Item 10.



MISCELLANEOUS:

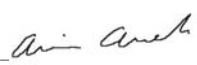
- A. Failure by Client to object to any of the Terms and Condition contained in this Agreement before the commencement of services by Designer will be deemed an acceptance of such Terms and Conditions.
- B. If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and it's unenforceability shall have not affect whatsoever on the rest of this Agreement. Title and heading sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.
- C. The applicable statute of limitation shall commence to run not later than either the date of Substantial Completion or the date of issuance of Cameron Architects Inc.'s final invoice for payment for acts or failure to act prior to Substantial Completion. In no event shall such statues of limitations commence to run any later that the date when the Designer's services are substantially complete.
- D. The Designer shall have the right to include photographic or artistic representations of the design of the Project among the Designer's promotional and professional materials. The Designer shall be given reasonable access to the completed Project to take photographs, etc. However the Designer shall not use, disclose, or reveal any of the clients's previously declared confidential or proprietary information.

SCOPE OF AGREEMENT:

This document encompasses the entire agreement between the parties and there are no oral or written agreements or representations, between the parties except as expressed herein. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.Designer.

OWNERSHIP OF COPYRIGHTS:

Client acknowledges and agrees that PWA and Cameron Architects Inc. is the sole owner of valid copyrights in the architectural works and technical drawings listed. Client hereby assigns all architectural works copyrights that it may have in any modified versions of such architectural works to PWA and Cameron Architects Inc., and will require all outside draftsmen, designers, engineers, or architects Client engages to modify any of the works to execute writings to do so. Client further agrees to execute such additional writings that PWA and Cameron Architects Inc. may reasonably require effectuating this provision.

Approved By	
Name:	Digitally signed by Aviv Arieli
Signature:	 DN: cn=Aviv Arieli, o=RZ Enterprises USA, Inc., ou, email=aviv@rz-inc.com, c=US
Date:	Date: 2014.03.04 10:03:26 -06'00'

DESIGN ONLY / STOCK PLAN LICENSE AGREEMENT

This Design Only / Stock Plan License Agreement (“Agreement”) is between Preston Wood Associates, LLC (“PWA”) and UL, Inc. d/b/a Urban Living (“Client”).

1. LICENSE. Strictly conditioned on Client’s timely and complete performance of all obligations set forth in this Agreement, and as elsewhere restricted in this Agreement, PWA grants Client a nonexclusive license to reproduce and modify the architectural works (as that term is defined in Title 17, United States Code) and technical drawings identified in the attached Exhibit A, and to construct and sell the buildings depicted in such architectural works. This license is personal to Client and, except as expressly provided herein, may not be assigned or sublicensed without PWA’s written permission.

a. LICENSE FEE

Prior to applying for any building permit (or starting construction, if no building permit is required) of any building that is based on any of the designs identified in Exhibit A, Client shall notify PWA in writing of the address of the intended construction and the design to be used, and pay PWA the amount detailed in Exhibit A (the “Construction License Fee”) for each individual house (or, in the case of multifamily housing, each unit) to be constructed. This reporting and payment of the Construction License Fee is a strict condition precedent to PWA’s license to Client to construct and sell each building. Failure to timely report each intended construction and timely pay the Construction License Fee for a particular building will result in the building being unlicensed, and thus its construction and sale may be treated as acts of copyright infringement.

b. TERM AND RENEWAL. Unless previously terminated for cause, the term of this Agreement shall be for a period of one year from the date set forth below, and unless renewed as described below shall automatically terminate. Construction of individual houses that were properly licensed prior to termination may be completed and sold, but no other use of PWA’s architectural works, technical drawings, or derivatives thereof, is permitted after termination.

Not less than 30 days prior to the termination of this Agreement, Client may request that the Agreement be renewed for another year. Such request must be in a writing, shall specify which of PWA’s works Client wishes to continue to use, and shall include a tender of payment to PWA of the Annual License Fee for each PWA work to be renewed. If within ten days of PWA’s receipt of such request and payment, PWA notifies Client that the requested extension is refused and refunds the tendered funds, this Agreement will terminate at the end of the present term; otherwise, the request for renewal will be deemed granted and this Agreement will be renewed for one year for each of the plans Client has identified and tendered payment for. Similar renewals in subsequent years may be requested in the same fashion.

- c. RIGHT TO SUBLICICENSE. Client is permitted to sublicense other builders to construct and market the architectural works identified in Exhibit A, strictly conditioned on the following:
 1. Prior to any such sublicense, Client shall send PWA written notice of its intent to sublicense, identifying the intended sublicensee.
 2. Prior to any such sublicense, Client shall deliver to PWA the sublicensee's written acknowledgement and agreement to be bound by the terms of this Agreement, and specifically acknowledging the conditions of advance reporting of intended construction and payment of the Construction License Fee and PWA's ownership of valid copyrights in the architectural works.
 3. Any sublicense granted shall automatically terminate at the same time as the license granted herein to Client.
 4. Client agrees that it shall be jointly and severally liable with any sublicensee for any use by sublicensee of the architectural works identified in Exhibit A that are not in accordance with the terms of this Agreement.
 - d. Termination for Cause. Failure of Client or any sublicensee of Client to satisfy any of its obligations under this Agreement shall result in the automatic termination of this Agreement for cause.
2. PLANS PROVIDED AND MODIFICATION OF WORKS. Within 10 days of Client's written request for a particular design or designs on Exhibit A, PWA will provide Client with copies of such works in electronic form (.DWG format). Client acknowledges that these materials are being provided on an "as is" basis, and that PWA has no further obligations to correct or modify the works. Conditioned on Client's maintenance of PWA's copyright management information (as described infra in Section 4), Client is allowed to modify such architectural works and technical drawings. Client agrees to fully indemnify and hold PWA harmless from all claims arising from any use of such modified plans, including the construction of any building from them. Client is permitted to engage outside draftsmen, designers, engineers, or architects to modify the works, so long as such outside persons first execute and send to PWA an Acknowledgement and Agreement in the form attached as Exhibit B. Upon 10 days of the completion of any modified plans based on any PWA work (whether by Client or an outside draftsman, designer, engineer, or architect), Client shall cause a copy of such modified plans to be e-mailed to PWA at sam@jackprestonwood.com. Client is not permitted to transfer editable electronic versions (including .DWG or equivalent format files) that depict any PWA work to anyone who has not executed an Acknowledgment and Agreement in the form attached as Exhibit B, nor may Client sublicense the modification of the works to other builders without PWA's express written permission.
 3. OWNERSHIP OF COPYRIGHTS. Client acknowledges and agrees that PWA is the sole owner of valid copyrights in the architectural works and technical drawings listed in Exhibit A. Client hereby assigns all architectural works copyrights that it may have in any modified versions of such architectural works to PWA, and will require all outside draftsmen, designers, engineers, or architects Client engages to modify any of the works to execute writings to do so. Client further agrees to execute such additional writings that PWA may reasonably require effectuating this provision.

4. COPYRIGHT MANAGEMENT INFORMATION. Any reproduction of unmodified copies of any PWA works will maintain PWA's title block and copyright notices, and such maintenance of this copyright management information is a strict condition precedent to PWA licensing such reproduction. Modified plans must remove PWA's title blocks and copyright notice, but must include the following legend in the title block of each sheet of plans:

Architectural work depicted © [date] Preston Wood Associates, LLC

This notice is "copyright management information" under the Digital Millennium Copyright Act, and is included to police and deter copyright infringement, and accordingly must not be removed or modified.

Other two-dimensional derivative works (including marketing materials) must include the following legend:

Architectural work depicted © [date] Preston Wood Associates, LLC

Maintenance of these legends is a strict condition precedent to PWA's licensing of such creation and distribution of derivative works.

This Non-Compete Agreement is contractual in nature, and is not and shall not be construed as granting Client any exclusive license in any architectural work.

5. CONFIDENTIALITY. Client agrees that editable electronic versions of PWA's works (including .DWG or equivalent format files) are confidential to PWA, and shall not be distributed to or shared with anyone except as expressly authorized by this Agreement. Violations of this confidentiality agreement shall entitle PWA to liquidated damages of the greater of PWA's actual damages or liquidated damages of \$1,000 for each distribution of any such file. Alternatively, because any such distribution is beyond the scope of any license granted herein, the parties agree that PWA may treat such distributions as infringements of its copyrights and seek remedies for copyright infringement as provided by federal law. If Client has provided such editable electronic versions of PWA's works to outside draftsmen, designers, engineers, or architects, and any such party thereafter violates this provision, Client shall be jointly and severally liable with the violator to PWA.

Client also agrees that the amount of the Construction License Fee shall be confidential, and shall not be disclosed to anyone other than Client's employees without the written permission of PWA. Violation of this provision shall entitle PWA to terminate this Agreement for cause, and to recover the greater of its actual damages or liquidated damages of \$10,000 for each such improper disclosure.

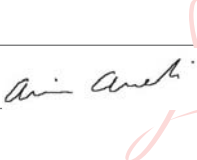
6. GENERAL. This Agreement is governed by the laws of the State of Texas, as well as federal law. This Agreement is the sole agreement between the parties, and supersedes all prior agreements. This Agreement may not be modified except by a writing signed by all parties.

ACKNOWLEDGEMENT AND AGREEMENT

In consideration for being permitted access to electronic and other copies of certain architectural works owned by Preston Wood Associates, LLC ("PWA"), Oppidan Homes VIII, Ltd. ("Sublicensee") agrees to and acknowledges the following:

1. Sublicensee has read pp. 1-5 of that Design Only / Stock Plan Agreement between PWA and City Design Associates (the "Agreement"), a copy of which (without Exhibit A thereto) is attached.
2. Sublicensee acknowledges the requirement to maintain PWA's copyright management information on all copies or modified versions of PWA's work, and recognizes that such maintenance of PWA's copyright management information is a strict condition precedent to the license created by the Agreement.
3. Sublicensee acknowledges and agrees that PWA is the sole owner of valid copyrights in the architectural works covered by the Agreement.
4. Sublicensee acknowledges that PWA's license to construct its architectural works is strictly conditioned on the timely reporting of such intended construction and advance payment of the required Construction License Fee, and that any construction or marketing of houses where such conditions precedent have not been performed will be acts of copyright infringement.
5. Sublicensee acknowledges that only PWA, City Design Associates, and certain consultants engaged by City Design Associates have the right to create modified versions of PWA's work, and that Sublicensee has no such right.

AGREED AND ACKNOWLEDGED this the 4 day of March, 2014.

Sublicensee	
By:	 Digitally signed by Aviv Arieli DN: cn=Aviv Arieli, o=RZ Enterprises USA, Inc., ou, email=aviv@rz-inc.com, c=US Date: 2014.03.04 10:03:51 -06'00'
Its:	

