

CITY OF ANGLETON, TEXAS
AUSTIN COLONY PUBLIC IMPROVEMENT DISTRICT
AMENDED AND RESTATED REIMBURSEMENT AGREEMENT

This Austin Colony Public Improvement District Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and between the City of Angleton, Texas (the “City”) and Austin Colony Development LLC, (the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”) to be effective as of _____ 2026 (the “Effective Date”).

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in the Austin Colony Public Improvement District Service and Assessment Plan, to be approved by the City, as the same may be updated and amended from time to time (the “SAP”); and

WHEREAS, on August 24 2021, the City Council of the City (the “City Council”) passed and approved Resolution No. 20210824-024 creating Austin Colony Public Improvement District (the “District”) covering approximately 164.5 acres of land described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in accordance with that certain “Amended and Restated Austin Colony Development Agreement,” executed by and between the Developer, and the City effective as of March 11, 2025 (the “Development Agreement”); and

WHEREAS, the Developer has begun construction of the Authorized Improvements within the District (the “Authorized Improvements”) and the City intends to approve an ordinance (the “Assessment Ordinance”) levying assessments on benefitted property within the District (the “Assessments”) for the costs of the Authorized Improvements that confer a special benefit on the property located within the District and adopt the SAP which sets forth the Assessments levied against all benefitted property within the District for the financing of such Authorized Improvements; and

WHEREAS, the City and the Developer previously entered into a reimbursement agreement dated April 14, 2026 (the “Original Agreement”); and

WHEREAS the City and the Developer now desire to amended and restated the Original Agreement to provide for the payment of administrative expenses of the PID, (the Original Agreement as amended and restated herein, the “Reimbursement Agreement”, which, among other things, reflects the City’s intent to reimburse the Developer for the costs of the Authorized Improvements plus interest as set forth in and pursuant to the SAP; and

WHEREAS, all revenue received and collected by the City from the collection of the Assessments and Annual Installments (excluding Delinquent Collection Costs and Administrative Expenses) (the “Assessment Revenue”) shall be deposited first for the payment of debt service on any bonds issued by the City with the pledge of Assessments (the “Future PID Bonds”) in accordance with a trust indenture relating to such Future PID Bonds and second, into an assessment fund and account therein, that are segregated from all other funds of the City (the “Reimbursement Fund”); and

WHEREAS, the Assessment Revenue deposited into the Reimbursement Fund shall be used to reimburse Developer for the Actual Costs of the Authorized Improvements advanced by the Developer in a principal amount to be set forth in the SAP, plus interest as set forth herein; and

WHEREAS, this Reimbursement Agreement is a “reimbursement agreement” authorized by Section 372.023(d)(1) of the PID Act and the obligations of the City to use the Assessments hereunder is authorized by the PID Act;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the “WHEREAS” clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. The City intends to levy Assessments to finance the cost of the Authorized Improvements and to reimburse the Developer for all or a portion of the costs of such Authorized Improvements paid by Developer and/or to pay directly the costs of the Authorized Improvements, as set forth in the SAP.
3. Strictly subject to the terms, conditions, and requirements and solely from the revenues as herein provided and in accordance with the Development Agreement, the City agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the City, the amount equal to that portion of the Actual Costs of the Authorized Improvements paid by the Developer as set forth in the SAP, plus interest on the unpaid balance as set forth below and in the SAP, in accordance with the terms of this Reimbursement Agreement for the term set forth herein in the principal amount set forth in the SAP (the “Reimbursement Amount”).
4. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated as the “Reimbursement Fund.” The Reimbursement Amount is payable from Assessment Revenue to be deposited

in the Reimbursement Fund in accordance with this Reimbursement Agreement and the Development Agreement.

- a. The Reimbursement Amount is payable solely from: (i) the assessment revenue received and collected by the City and deposited into the Reimbursement Fund; (ii) the net proceeds (after funding reserve funds, and the payment of costs of issuance, including the costs paid or incurred by the City and Annual Collection Costs) of one or more series of bonds (the “Future PID Bonds”) issued by the City in accordance with the terms of the Development Agreement and secured by assessment revenue; or (iii) a combination of items (i) and (ii) immediately above.
- b. The Assessment Revenue shall be received and collected and deposited into the Reimbursement Fund, subject to the following limitations:
 - i. Calculation of the Assessments and the first Annual Installment for a Lot or Parcel shall begin as provided in the SAP.
 - ii. The Developer shall only be reimbursed for Authorized Improvements that have been completed and accepted by the City and for which a Reimbursement Payment Request (defined below) has been submitted and approved.
 - iii. As set forth below, annual Assessment Revenue received and collected by the City for the payment of the Reimbursement Amount, and deposited into the Reimbursement Fund in years prior to the year in which Future PID Bonds are issued, shall be available for reimbursement to the Developer pursuant to the City’s customary process, and submittal of sufficient documentation as reasonably determined by the City’s PID Administrator in a form acceptable to the City and the City’s PID Administrator that reflects the Actual Costs of the Authorized Improvements paid by Developer, (a “Reimbursement Payment Request”). Upon the approval of a Reimbursement Payment Request, such approved Actual Costs shall earn the interest charged on the Assessments from the date upon which acceptance of the related Authorized Improvement occurred and until payment of such amounts, at the rate set forth in the SAP and billed in Annual Installments. Interest shall accrue upon acceptance of the Authorized Improvements, but the total amount of principal upon which interest accrues is dependent on the final total of Actual Costs in the Reimbursement Payment Request. Upon the issuance of Future PID Bonds, payment of the costs of the Authorized Improvements shall be made pursuant to a Certificate for Payment as set forth in the applicable Indenture.

- iv. Principal received as annual Assessment Revenue collected by the City and deposited into the Reimbursement Fund for the payment of the Reimbursement Amount in years in which Future PID Bonds are not issued shall reduce the Reimbursement Amount and shall be paid to Developer after acceptance of the Authorized Improvement and after submittal and approval of a Reimbursement Payment Request.
- v. In the years in which Future PID Bonds are not issued, interest collected as part of the Annual Installment is earned beginning on the date of the acceptance of the Authorized Improvement ("Earned Interest"). Earned Interest shall be paid to the Developer pursuant to the principal amount determined and approved in the Reimbursement Request. Earned Interest shall not reduce the Reimbursement Amount. Interest collected as part of the Annual Installment prior to the acceptance of the Authorized Improvement is "Unearned Interest". Unearned Interest shall be deposited in the Reimbursement Fund and paid to developer pursuant to a Reimbursement Request, and such Unearned Interest shall count against the Actual Costs of the Authorized Improvement as set forth in the SAP, as updated and reduce the Reimbursement Amount.
- vi. All interest received as annual Assessment Revenue collected by the City in an Annual Installment and deposited into the Reimbursement Fund in the year in which Future PID Bonds are issued ("year" is defined herein as a time period determined by the City's financial advisor in order to match the Annual Installment collected with the Future PID Bond annual installments) shall (i) be deposited to the project fund for the Future PID Bonds and may be distributed to the Developer pursuant to a Certificate for Payment, or (ii) be deposited to the debt service fund or any reserve funds for the Future PID Bonds and used to pay debt service on the Future PID Bonds, or (iii) a combination of (i) and (ii) above; provided that the total amount released from the project fund under the applicable Indenture shall not exceed the Actual Costs of the Authorized Improvements as set forth in the SAP, as may be updated.
- vii. Principal received as annual Assessment Revenue collected by the City in an Annual Installment and deposited into the Reimbursement Fund in the year in which Future PID Bonds are issued ("year" is defined herein as a time period determined by the City's financial advisor in order to match the Annual Installment collected with the Future PID Bond annual installments) shall (i) be deposited to the project fund for the Future PID Bonds and may be distributed to the Developer pursuant to a Certificate for Payment, or (ii) be deposited to the debt service fund or any reserve

funds for the Future PID Bonds and used to pay debt service on the Future PID Bonds, or (iii) a combination of (i) and (ii) above; provided that the total amount released from the project fund under the applicable Indenture shall not exceed the Actual Costs of the Authorized Improvements as set forth in the SAP, as may be updated.

- viii. Interest on the Reimbursement Amount accrues as reflected in the Annual Installment billed by the City upon acceptance of the Authorized Improvement, and shall be calculated at the annual interest rate as set forth in the SAP, which rate does not exceed the rates as set forth in Subsections 372.023(e)(1) and (e)(2) of the PID Act. Subject to the disbursements listed above, interest shall continue on the remaining Reimbursement Amount until the earlier of (i) 30 years or the time period set forth in the SAP, or (ii) the issuance of any Future PID Bonds, or (iii) the Reimbursement Amount is paid in full pursuant to this Reimbursement Agreement. Developer is only entitled to receive interest on the Reimbursement Amount as set forth herein and in the SAP from the Reimbursement Fund and as allowed under this Section.
 - ix. Upon the issuance of Future PID Bonds for the payment of the costs of the Authorized Improvements, the Assessments shall bear interest at the rate of the Future PID Bonds plus additional interest as set forth in the SAP, and interest pursuant to this section shall cease. The issuance of Future PID Bonds may reduce the Reimbursement Amount as set forth in the SAP.
 - x. The Reimbursement Amount includes only interest accruing on the Assessments as set forth above and in the SAP. The Reimbursement Amount is secured by and payable solely from Assessment Revenue received and collected by the City for that purpose and deposited into the Reimbursement Fund, as set forth herein. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Reimbursement Amount, even if the Reimbursement Amount is not paid in full by the maturity date of the Assessments.
5. A levy for Annual Collection Costs shall be made as set forth in the SAP. For Improvement Area #1, the City will collect only half the amount of Annual Collection Costs levied on each Parcel if the Developer makes a deposit of half of the total upcoming Annual Collection Costs levy on or before September 1 of each year before tax bills are mailed. If such deposit is made, the City will bill only half of the Annual Collection Costs levied on the tax bills to be sent in October of that year that will be due and payable on January 31 of the following year. For the avoidance of doubt, for example, if the Annual Collection Costs levied for fiscal year 2027 is \$30,000 (meaning that such amount would

be in the Annual Installments due January 31, 2028), but the Developer deposits \$15,000 on or before September 1, 2027, then the Annual Collection Costs component of the Annual Installments will be billed as \$15,000. This shall apply only for Improvement Area #1 shall continue until the earlier of (i) the Developer has notified the City and its PID Administrator that all of the land within Improvement Area #1 has been sold to third parties, or (ii) Developer has developed an additional improvement area within the District and the City is levying assessments on such additional improvement area, at which time 100% of the Annual Installment levied shall be billed and collected from property owners in Improvement Area #1.

6. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Assessment Revenue received, collected and deposited into the Reimbursement Fund, nor does this Agreement bind the City, in any way to the levy of Assessments, which is a discretionary act of the City Council. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Development Agreement, the SAP and the PID Act, including provisions relating to the administration of the PID and the enforcement and collection of taxes and Assessments, and all other covenants provided therein. The City will take and pursue all actions permissible under the PID Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States as the same may be amended, collectively the "Applicable Laws") to cause the Assessments to be collected and the liens related to such be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments for so long as an Reimbursement Amount remains outstanding under this Reimbursement Agreement. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessment Revenue and, as a result, is unable to make transfers from the Reimbursement Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement.
7. If Future PID Bonds are issued to reimburse the costs of the Authorized Improvements, the net proceeds of such Future PID Bonds shall be used, to pay for the Authorized Improvements, including previously unreimbursed costs of Authorized Improvements, but only in the amount set forth in the SAP.
8. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the Actual Costs of the Authorized Improvements as set forth in the SAP. If the Actual Costs of the Authorized Improvements are less than the amounts set forth in SAP, the Developer shall not be entitled to such excess amounts. The Parties acknowledge that upon the issuance of Future PID Bonds, the payment of bond proceeds to the Developer for

reimbursement of the costs of the Authorized Improvements, and for any costs incurred in the administration and operation of the PID, shall be as set forth in and subject to the terms and provisions of the applicable Indenture relating to the Future PID Bonds, including the form of a certification for payment (a “Certification for Payment”) as provided in the applicable Indenture. The Parties also acknowledge that the issuance of Future PID Bonds may reduce the actual amounts paid to the Developer pursuant to this Reimbursement Agreement.

9. The Developer represents and warrants that it will not request payment with respect to any costs of the Authorized Improvements that are not part of the Authorized Improvements identified in the SAP and it will follow all procedures set forth herein or in the applicable Indenture with respect to Certification for Payments (as defined in the applicable Indenture).
10. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer’s right, title, or interest in the revenue streams identified in this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Reimbursement Amount (any of the foregoing, a “Transfer,” and the person or entity to whom the Transfer is made, a “Transferee”). Notwithstanding the foregoing, however, no Transfer shall be effective until five (5) days after Developer’s written notice of the Transfer is received by the City, including for each Transferee the information required by Section 30 below. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an “obligated person” within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice from Developers. The City shall not be required to make payments pursuant to this Reimbursement Agreement to more than two (2) parties. The City shall not make any representations, enter into any agreement or execute any consent to any assignment of this Reimbursement Agreement, or any Assessment Revenues received hereunder.
11. The Developer represents that it is in compliance with all of its obligations required by the Development Agreement, and the City’s ordinances and regulations.
12. The Developer represents that it has submitted and will obtain approval of the applicable construction plans for the Authorized Improvements from the appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. Nothing in this Reimbursement Agreement shall be construed as a grant of

any development permit approval. The Developer further agrees that, subject to the terms hereof and of the Development Agreement, the Authorized Improvements constructed by the Developer have been or will be constructed in full compliance with approved construction plans and are or will be consistent with the Development Agreement and that the Developer shall supply the City with complete as-built plans upon final completion (meaning when the Authorized Improvements have been completed in accordance with the applicable City regulations and City approved plans and are ready for dedication to the City) of each Authorized Improvement constructed by the Developer.

13. The Developer shall not be relieved of its obligation to construct or cause to be constructed each Authorized Improvement and, upon completion, inspection and acceptance, convey each such Authorized Improvement to the City in accordance with the terms of this Reimbursement Agreement and the Development Agreement, even if there are insufficient funds in the Project Fund of the applicable Indenture or in the Reimbursement Fund to pay the costs thereof. In any event, this Reimbursement Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval which the Developer or any land within the District is subject, with respect to the Authorized Improvements, required in connection with the development of the land within the District.
14. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Reimbursement Fund, as applicable, and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.
15. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Authorized Improvements. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be construed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
16. The Developer shall furnish to the City a preliminary title report for land with respect for Authorized Improvements that are to be acquired and accepted by, but has not been previously conveyed to, the City for review and approval at least thirty (30) calendar days prior to the transfer of title of an Authorized Improvement.

notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least thirty (30) days from receipt of the notice within which to cure the Failure (unless more specifically set forth herein); however, if the Failure cannot reasonably be cured within thirty (30) days and the non-performing Party has diligently pursued a cure within such thirty (30) day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period of not to exceed thirty (30) days so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure or Default by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure or Default by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement with respect to Developer obligations under this Reimbursement Agreement unless the Transferee agrees to be bound.

- b. Notwithstanding the foregoing, the following are considered a Default under this Reimbursement Agreement, subject to any notice and applicable cure period as set forth herein:
 - i. The Developer shall fail to pay to the City any monetary sum hereby required of it pursuant to the Development Agreement as and when the same shall become due and payable and shall not cure such Default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Reimbursement Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Reimbursement Agreement or the Development Agreement;
 - ii. The Developer shall fail to comply in any material respect with any term, provision or covenant of this Reimbursement Agreement (other than the payment of money to the City), and shall not cure such failure within sixty (60) days after written notice thereof is given by the City to the Developer;
 - iii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's, rights;
 - iv. The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;

- v. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;
 - vi. The failure by Developer or any Affiliate to pay any taxes or Assessments on property owned by the Developer and/or any Affiliates within the District, if such failure is not cured within thirty (30) days;
 - vii. The Developer is in default under the Development Agreement after the expiration of any applicable cure period following written notice, if such written notice is required under the terms of the Development Agreement; or
 - viii. The Developer shall breach any material covenant or default in the performance of any material obligation hereunder if such breach or default is not cured within thirty (30) days, in the reasonable determination of the City.
- c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.
 - d. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, actual damages, and termination of this Reimbursement Agreement. The City shall not terminate this Reimbursement Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Reimbursement Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in the Development Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.
 - e. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative

and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

- f. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
21. **THE DEVELOPER SHALL ASSUME THE DEFENSE OF, AND IF ANY, INDEMNIFY AND HOLD HARMLESS THE CITY'S THIRD PARTY INSPECTOR, THE CITY EMPLOYEES, OFFICIALS, OFFICERS, REPRESENTATIVE AND AGENTS OF THE CITY AND EACH OF THEM (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST, ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECT OR PUT, BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISIONS OF THIS REIMBURSEMENT AGREEMENT BY THE DEVELOPER, THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE AUTHORIZED IMPROVEMENTS CONSTRUCTED BY DEVELOPER, OR ANY CLAIMS BY PERSONS EMPLOYED BY THE DEVELOPER RELATING TO THE CONSTRUCTION OF SUCH PROJECTS. NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ANY INDEMNIFIED PARTY. THE CITY DOES NOT WAIVE ITS DEFENSES AND IMMUNITIES, WHETHER GOVERNMENTAL, SOVEREIGN, OFFICIAL OR OTHERWISE AND NOTHING IN THIS REIMBURSEMENT AGREEMENT IS INTENDED TO OR SHALL CONFER ANY RIGHT OR INTEREST IN ANY PERSON NOT A PARTY HERETO.**
22. To the extent there is a conflict between this Reimbursement Agreement and an Indenture securing the Future PID Bonds issued to reimburse the costs of the Authorized Improvements, the Indenture securing such Future PID Bonds shall control as the provisions relate to the Assessments. To the extent there is a conflict between this Reimbursement Agreement and the Development Agreement, this Reimbursement Agreement shall control.
23. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.

24. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
25. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
26. In this Reimbursement Agreement, time is of the essence and compliance with the times for performance herein is required.
27. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.
28. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
29. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
30. The term of this Reimbursement Agreement is the earlier of (i) the expiration of the Assessments as set forth in the SAP, (ii) until the Reimbursement Amount is paid in full in accordance herewith as such Reimbursement Amount may have been reduced pursuant

to this Agreement , (iii) the issuance of one or more series of Future PID Bonds and funding of the outstanding Reimbursement Amount, as reduced by payments made pursuant to Section 3 herein, or (iv) termination pursuant to an Event of Default under this Agreement or under the Development Agreement, whichever occurs first. If a series of Future PID Bonds does not fully fund the Reimbursement Amount as set forth in the SAP, the remaining amount of the Reimbursement Amount remains outstanding and subject to annual payments from Annual Installments and/or an additional series of Future PID Bonds. If the Developer defaults under this Reimbursement Agreement or the Development Agreement, the Development Agreement shall not terminate with respect to the costs of the Authorized Improvements that have been previously been approved by the City pursuant to a Certification for Payment (as defined in the Development Agreement) prior to the date of default.

31. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
32. [Reserved].
33. Notwithstanding anything to the contrary in this Reimbursement Agreement, the following requirements shall apply in the event that the Developer effectuates a Transfer of its rights to the Reimbursement Amount pursuant to Section 7 herein to a Transferee:
 - i. within 30 days after the effective date of any such Transfer, the Developer must provide written notice of same to the City;
 - ii. the notice must describe the extent to which any rights or benefits under this Agreement have been Transferred;
 - iii. the notice must state the name, mailing address, and telephone contact information of the Transferee;
 - iv. the notice must be signed by a duly authorized person representing the Developer
34. Statutory Verifications. The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Reimbursement Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Reimbursement Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Reimbursement Agreement, notwithstanding anything in this Reimbursement Agreement to the contrary.

- a. *Not a Sanctioned Company.* The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
 - b. *No Boycott of Israel.* The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Reimbursement Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.
 - c. *No Discrimination Against Firearm Entities.* The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Reimbursement Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.
 - d. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Reimbursement Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.
35. Form 1295. Unless the Developer represents in writing that it is exempt from filing of such form, the Developer will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission (a "Form 1295"), in connection with entry into this Agreement. Upon receipt of the Developer's Form 1295, the City agrees to acknowledge the Developer's Form 1295 through its electronic filing application. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, the City is not responsible for the information contained in the Developer's Form 1295 and the City has not verified such information.
36. Choice of Law. This Agreement shall be governed by the laws of the State of Texas.
37. Out of State Issuer. This Agreement may not be assigned to an out-of-state issuer of debt and the City shall not participate in any third-party financing relating to the Assessment Revenues received by the Developer pursuant to this Agreement.

38. Standing Letter. If requested by the Texas Attorney General, the Developer will file a standing letter addressing the representations made in Section 31 of this Agreement in a form acceptable to the Texas Attorney General.

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

ATTEST:

CITY OF ANGLETON

Desiree Henson, TRMC
City Secretary

John Wright
Mayor

[Developer Signature Block]

By: _____

Name: _____

Title: _____