

**FIRST AMENDMENT TO
CITY OF MANOR, TEXAS, DEPOSIT AGREEMENT
PUBLIC IMPROVEMENT DISTRICT
EntradaGlen PID**

THIS FIRST AMENDMENT TO DEPOSIT AGREEMENT (this “First Amendment”) is made and entered into as of _____, 2024 by and between the **CITY OF MANOR, TEXAS** (the “City”) and **LAS ENTRADAS DEVELOPMENT CORPORATION** a Texas corporation (including its Designated Successors and Assigns, the “Owner”) (the City and Owner, together, the “Parties”).

Recitals

A. The City created the EntradaGlen Public Improvement District (“PID” or “District”) within the corporate limits of the City.

B. On April 17, 2024, the City approved a PID reimbursement agreement (“Reimbursement Agreement”) under which the City will, among other things, reimburse the Owner for PID project costs (“Project Costs”) pursuant to the provisions of Texas Local Government Code Chapter 372 and the Reimbursement Agreement.

C. On April 25, 2024, the City approved, and on May 1, 2024, the City Council ratified, a City of Manor, Texas Deposit Agreement Proposed Public Improvement District Entrada Glen PID (“Deposit Agreement), pursuant to which the Owner agreed to deposit with the City cash into an account (“Cash”), post a letter of credit, or provide a combination of both in a total amount equal to the amount to pay costs and expenses not funded by the amount of PID Bonds necessary to pay Project Costs.

D. The Deposit Agreement states that the Deposited Cash “shall be deposited with a duly selected City depository . . . in an account separate from any other accounts of the City (the “Deposit Account”),” and that, “(u)pon the issuance of PID Bonds, the Deposited Cash shall become part of the trust estate created by the corresponding indenture of trust securing the PID Bonds (the “Trust Indenture”), in a separate account (the “Owner Contribution Account”) in the project fund of the Trust Indenture.”

E. The Deposit Agreement states (1) “Subject to the following Section 3(c) of this Deposit Agreement, Funds on deposit in the Owner Contribution Account may be spent only for the completion of the improvements specified in Attachment “A” of this Deposit Agreement (“Enhancement Projects”); (2) “Payments to the Owner from the Owner Contribution Account shall be in accordance with the relevant terms of Article VI of the Trust Indenture;” and (3) “The order in which the Owner shall undertake the completion of the Enhancement Projects shall be as agreed to by the City and further detailed in the applicable PID Financing Agreement.”

F. The Owner has expended amounts on Enhancement Projects; however, the Parties did not anticipate that an indenture of trust and a financing agreement referenced in the Deposit Agreement would not have been approved by the City as of the date of this First Amendment.

G. For the reasons described in Recitals D, E, and F, the Deposit Agreement does not provide a process for the order of completion of the Enhancement Projects to be agreed to by the City, nor a process for the Owner to be paid from the Deposit Account, and the Parties have come to an agreement and desire to provide for such processes.

H. Capitalized terms not defined in this First Amendment to Deposit Agreement shall have the definitions provided in the Deposit Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 2.(b) of the Deposit Agreement is hereby deleted in its entirety and replaced with the following:

(b) The City Manager shall cause all of the Deposited Cash received from the Owner to be deposited with a duly selected City depository in accordance with Chapter 105 of the Texas Local Government Code and Chapter 2257 of the Texas Government Code, the Texas Public Funds Collateral Act, in an account separate from any other accounts of the City (the "Deposit Account"). All interest or other amounts earned on the Deposited Cash shall be held in the Deposit Account for the payment of Project Costs or otherwise applied as set forth in Section 4 hereof. The City of Manor shall be the beneficiary of the Granted Letter of Credit. Prior to the issuance of PID Bonds, Deposited Cash in the Deposit Account may be spent as described in Section 3(b) hereof. Upon the issuance of PID Bonds, the Deposited Cash shall become part of the trust estate created by the corresponding indenture of trust securing such PID Bonds (the Trust Indenture") in a separate account (the "Owner Contribution Account") in the project fund of the Trust Indenture.

2. Section 3.(b) of the Deposit Agreement is hereby deleted in its entirety and replaced with the following:

(b) Subject to the following Section 3(c) of this Deposit Agreement, Deposited Cash in the Deposit Account or Funds on deposit in the Owner Contribution Account may be spent only for the completion of the improvements specified in the attached Attachment "A" to this Deposit Agreement (the "Enhancement Projects"). The order in which the Owner shall undertake the completion of the Enhancement Projects shall be as agreed to by the City and as further detailed in the applicable PID Financing Agreement if a PID Financing Agreement has been approved. Unless or until a PID Financing Agreement is approved, and unless and until PID Bonds are issued, the City agrees to pay Developer from Deposited Cash, and Developer shall be entitled to receive disbursement from the City from such source, for amounts shown on each Certificate for Disbursement (which amounts include only costs for Enhancement Projects paid by or at the direction of Owner), in the form of the attached Attachment "B" to this Deposit Agreement.

3. Section 4 of the Deposit Agreement is hereby deleted in its entirety and replaced with the following:

SECTION 4. UNEXPENDED CASH, LETTER OF CREDIT.

If the Reimbursement Agreement is not approved, or if a PID Financing Agreement is determined by the Parties to be necessary and proceedings for approval of the PID Financing Agreement are unsuccessful and are terminated or abandoned prior to the issuance of the PID Bonds, or if the Owner withdraws its request for the issuance of PID Bonds or the City terminates or abandons proceedings for the issuance of PID Bonds, the City Manager shall not cause the Deposited Cash to become part of the trust estate and shall return to the Owner all of the Deposited Cash, including any interest earnings thereon, then on deposit in the Deposit Account exclusive of Cash necessary to pay Project Costs or portions thereof that (i) have been actually incurred and (ii) are due and owing as of the date of such termination or abandonment; and the City shall release the Granted Letter of Credit.

4. Except as expressly amended hereby, the Agreement and all rights and obligations created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any section, subsection or clause of the Agreement is modified or deleted by this First Amendment, any unaltered provision of such section, subsection or clause of the Agreement shall remain in full force and effect. However, where any provision of this First Amendment conflicts or is inconsistent with the Agreement, the provisions of this First Amendment shall control.

5. This First Amendment (i) shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas; (ii) constitutes a covenant that runs with the Property and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; (iii) may be modified or amended only in writing by each Party hereto; and (iv) embodies the entire First Amendment and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter. Venue shall lie exclusively in Travis County, Texas.

6. Neither the City's, nor Owner's, nor GenCap's execution of this First Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other Party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other Party.

7. The signatories to this First Amendment warrant that each has the authority to enter into this First Amendment on behalf of the organization for which such signatory has executed this First Amendment.

8. This First Amendment has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this First Amendment.

9. This First Amendment, together with any exhibits attached hereto, and the Agreement, as amended by this First Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein, supersedes all prior agreements relating to such subject matter. The Parties hereto agree and understand that no oral agreements or understandings shall be binding unless reduced to a writing which is signed by the Parties and dated subsequent to the date hereof.

The Parties hereto agree and understand that this First Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

10. The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this First Amendment.

11. If any provision of this First Amendment shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this First Amendment as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this First Amendment.

12. The recitals set forth above are incorporated herein and made a part of this Fifth Amendment to the same extent as if set forth herein in full.

13. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Owner represents that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

14. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Owner represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

15. The Owner 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 Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

16. The Owner 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

17. This First Amendment may be executed in multiple counterparts, each of which will be deemed original, and all of which will constitute one and the same agreement. Each such executed copy shall have the full force and effect of an original executed instrument.

[Signature Pages Follow]

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

EXECUTED and ACCEPTED this ____ of December, 2024.

CITY OF MANOR, TEXAS, a municipal corporation

By: _____
Dr. Christopher Harvey, Mayor

Attest:

Lluvia T. Almaraz, City Secretary

AGREED TO and ACCEPTED this ____ of _____ 2024.

LAS ENTRADAS DEVELOPMENT CORPORATION,
a Texas corporation

By: _____

Name: Peter A. Dwyer

Title: President

ATTACHMENT B

CERTIFICATE FOR DISBURSEMENT
ENTRADAGLEN PID
REQUEST NO. ____

The Undersigned is an agent for Las Entradas Development Corporation, a Texas Corporation (“Owner”), and requests from the City disbursement of Fiscal Security from the Deposited Cash in the amount and for the purposes set forth herein, all conditions for such disbursement having been met to the satisfaction of the parties.

In connection with this Certificate for Disbursement, the undersigned, in his or her capacity as the authorized representative of the Owner, to the undersigned’s personal knowledge, represents and warrants to the City as follows:

1. The undersigned is an authorized representative of Owner, is qualified to execute this Certificate for Disbursement on behalf of the Owner, and is knowledgeable as to the matters forth herein.

2. Attached as Attachment 1 is the true and correct actual cost for which disbursement is requested, and disbursement for such requested amounts and purposes has not been subject to any previously submitted certificate for disbursement.

3. Attached as Attachment 2 is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work described in Attachment 1 has been paid in full for all work completed through any previous certificate for disbursement.

4. Attached as Attachment 3 are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the actual costs for which disbursement is requested.

4. The Owner has timely paid all ad valorem taxes it owes, or that an entity under common control with the Owner owes, with respect to property located in the City and has no outstanding delinquencies for such assessments.

5. The work referenced below has been completed in accordance with the plans therefor, and the City has inspected the work.

I hereby declare that the above representations and warranties are true and correct.

[Signature Page Follows]

OWNER:

LAS ENTRADAS DEVELOPMENT CORPORATION,
a Texas corporation

By: _____

Name: _____

Its: _____

(The rest of this page left intentionally blank.)

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certificate for Disbursement (“Certificate”), acknowledges the Certificate, acknowledges that the improvements covered by the Certificate have been inspected by the City, and otherwise finds the Certificate to be in order. After reviewing the Certificate, the City approves the Certificate and directs _____ to make such payments from the _____ to Owner or to any person designated by Owner.

CITY OF MANOR, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT 1 TO CERTIFICATE FOR PAYMENT
(DESIGN AND CONSTRUCTION)
[See attached spreadsheet]

ATTACHMENT 2 TO CERTIFICATE FOR PAYMENT
[attached – bills paid affidavit]

ATTACHMENT 3 TO CERTIFICATE FOR PAYMENT
[attached – receipts]