

**ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT
(IMPROVEMENT AREA #1)**

This EntradaGlen Public Improvement District Reimbursement Agreement (Improvement Area #1) (this “Agreement”) is executed by and between Las Entradas Development Corporation and Cottonwood Holdings, Ltd. (together, the “Owners”) the City of Manor, Texas, a home rule municipality (the “City”) and (each individually referred to as a “Party” and collectively as the “Parties”) effective as of _____, 20__.

RECITALS

WHEREAS, the City, pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”), authorized the creation of the EntradaGlen Public Improvement District pursuant to Resolution No. 2018-06 adopted by the City Council of the City (the “City Council”) on July 18, 2018; and

WHEREAS, the City received the “Petition for the Dissolution of the Original EntradaGlen Public Improvement District and for the Creation of a New Public Improvement District to Finance Improvements to Las Entradas and Shadowglen Subdivisions (EntradaGlen Public Improvement District)” on October 28, 2020, and the City Council conducted a public hearing on December 2, 2020, to consider the said petition; and

WHEREAS, on December 2, 2020, the City Council approved Resolution No. 2020-16 authorizing, establishing and creating the EntradaGlen Public Improvement District (the “District”) to finance certain public improvements authorized by the PID Act (the “Authorized Improvements”) in part with assessments levied against property within the District that will directly benefit from such improvement; and

WHEREAS, on July 7, 2021, City and the Owners entered into that certain EntradaGlen Public Improvement District Financing and Reimbursement Agreement (together with all amendments thereto, the “Financing Agreement”); and

WHEREAS, the Owners are currently developing the Authorized Improvements (defined below) that serve property within the District Property located within the boundaries of Improvement Area #1, as shown on **Exhibit “A”** attached hereto (“Improvement Area #1”); and [Please provide an updated map of Improvement Area #1 to attach to this Agreement]

WHEREAS, it is intended that the City Council shall pass and approve an assessment ordinance determining, among other things, the estimated costs of the Authorized Improvements allocable to Improvement Area #1 (the “Improvement Area Improvements”, which will be further described, including estimated costs of the various Authorized Improvements, in a Service and Assessment Plan) and levy assessments against certain property located within Improvement Area #1 of the District (the “Improvement Area #1 Assessments”) in accordance with the Assessment Roll attached to a Service and Assessment Plan for Improvement Area #1 (as the same may be amended or updated from time to time, the “Service and Assessment Plan”) within the District; and

WHEREAS, it is intended that PID Bonds (defined below) will be issued to finance a portion of the Actual Costs (defined below) of, among other things, the Improvement Area #1 Improvements (the Actual Costs of the Improvement Area #1 Improvements being the “Improvement Area #1 Improvements Cost”); and

WHEREAS, the City’s obligation to reimburse the Owners for the Actual Costs of the Improvement Area #1 Improvements shall (i) only be paid from Improvement Area #1 Assessments, Annual Installments (as defined in the Service and Assessment Plan) thereof collected from the Improvement Area #1 Assessed Property once such Improvement Area #1 Assessments are levied, or the proceeds of the PID Bonds issued by the City, (ii) are contingent upon the City levying such Improvement Area #1 Assessments, and (iii) will not be due and owing unless and until the City actually levies such Improvement Area #1 Assessments, and

WHEREAS, it is anticipated that one or more series of PID Bonds will be issued pursuant to an Indenture of Trust (the “Indenture”) by and between the City and a legally qualified trustee selected by the City (the “Bond Trustee”); and

WHEREAS, it is anticipated that the City shall deposit the revenues received and collected by the City from the Improvement Area #1 Assessments, including foreclosure sale proceeds, first into a segregated fund held by the City (the “Operating Account”), and then further transferred pursuant to the Indenture when executed; and

WHEREAS, the Parties intend that the portion of the Improvement Area #1 Improvements Cost which is not financed by the proceeds of a series of PID Bonds shall be paid for with the hereinafter-defined Improvement Area #1 Reimbursement Obligation pursuant to the terms of this Agreement and the Financing Agreement; and

WHEREAS, following the issuance of a series of PID Bonds, the Pledged Revenues, as defined herein, will secure the PID Bonds, and then, on a subordinate basis, the Improvement Area #1 Reimbursement Obligation; and

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals to this Agreement are true and correct, and are incorporated herein as part of this Agreement for all purposes.

2. Definitions. Unless otherwise defined in the Financing Agreement and/or the Indenture, the following terms shall have the definition provided herein.

(a) “Actual Costs” shall mean the Owner’s demonstrated costs for designing and constructing the Improvement Area #1 Improvements. Actual Cost(s) may include (i) the costs incurred by or on behalf of Owners for the design, planning, acquisition, installation, construction and/or implementation of such Improvement Area #1 Improvement, (ii) the costs incurred in preparing the construction plans for such Improvement Area #1 Improvement, (iii) the fees paid for obtaining permits, licenses or other governmental approvals for such Improvement Area #1 Improvement, (iv) the costs incurred by or on behalf of the Owners for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals,

legal, accounting and similar professional services, (v) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Improvement Area #1 Improvement, and (vi) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, governmental fees and charges, insurance premiums, and miscellaneous expenses plus interest, if any, calculated from the latter of the date of this Agreement or the respective dates of the expenditures until the date of reimbursement therefore. In the event that this definition conflicts with the same definition used in the Service and Assessment Plan, the definition in the Service and Assessment Plan controls.

(b) “Authorized Improvements” shall mean any public improvement authorized under the provisions of the PID Act and, specifically, those public improvements benefiting Improvement Area #1 as reflected in Section III of the Service and Assessment Plan.

(c) “PID Bonds” shall mean each series of special assessment revenue bonds issued by the City to finance the Actual Costs of the Improvement Area #1 Improvements, and any bonds issued to refund all or a portion of any outstanding PID Bonds.

(d) “Pledged Revenues” shall mean the sum of (i) revenues from the Improvement Area #1 Assessments levied on property owners within Improvement Area #1 less (A) administrative expenses and (B) delinquent collection costs; (ii) the moneys held in any of the funds held by the City pursuant to the Indenture pledged for payment of debt service; and (iii) any additional revenues that the City may pledge to the payment of PID Bonds.

3. City Deposit of Revenue. Until a series of PID Bonds are issued, the City shall cause the Pledged Revenues to be deposited into the Operating Account. After a series of PID Bonds are issued, the City shall cause the Pledged Revenues to be deposited pursuant to the Indenture once executed.

4. Payment of Improvement Area #1 Improvements Cost. The City shall pay the Improvement Area #1 Improvements Cost from the Operating Account pursuant to executed and approved Certifications for Payment (defined below) in the manner provided for in the Financing Agreement. Following the execution of the Indenture, the Bond Trustee shall pay the Improvement Area #1 Improvements Cost pursuant to executed and approved Certifications for Payment in the manner provided for in the Financing Agreement and the Indenture for PID Bonds issued for Improvement Area #1.

5. Improvement Area #1 Reimbursement Obligation. Subject to the terms, conditions, and requirements contained herein, the City agrees to reimburse the Owners, and the Owners shall be entitled to receive from the City an amount not to exceed \$11,035,500 (the “Improvement Area #1 Reimbursement Obligation”), in accordance with the terms of this Agreement, and subject to any further limitations in the Financing Agreement, until the year following the final payment of the Improvement Area #1 Assessments (the “Maturity Date”). It is hereby acknowledged that the City is not responsible hereunder for any amount of Improvement Area #1 Improvements Cost in excess of the amount of the Improvement Area #1 Assessments collected. The Improvement Area #1 Reimbursement Obligation, including accrued and unpaid interest, shall be payable to the Owners, solely from the Pledged Revenues deposited in the Operating Account or the improvement account of the project fund created by an Indenture (the “Improvement Account”).

The Improvement Area #1 Reimbursement Obligation is authorized by the PID Act, is hereby approved by the City, and represents the total allowable costs to be assessed against Improvement Area #1 for the Improvement Area #1 Improvements that are not paid through the issuance of PID Bonds. The interest rate paid to the Owners on the Improvement Area #1 Reimbursement Obligation shall be the lesser of 1) the interest rate on the PID Bonds issued to finance the Improvement Area #1 Improvements Costs, or 2) the interest rate approved by the City Council of the City in the ordinance levying the Improvement Area #1 Assessments. Interest will accrue at the interest rate stated above from the later of: 1) final plat approval as evidenced by recording the final plat in the real property records of Travis County, Texas and 2) the levy of Improvement Area #1 Assessments. Following the issuance of PID Bonds, interest will accrue from the date of delivery of the PID Bonds at the interest rate of the PID Bonds, plus any additional interest permitted by the PID Act and the Service and Assessment Plan. Interest shall be calculated on the basis of a 360-day year, comprised of twelve 30-day months. Notwithstanding anything herein to the contrary, the City shall be under no obligation to reimburse the Owners for the Actual Costs of any Improvement Area #1 Improvements that are not accepted by the City or another governmental entity with the City's approval, and any obligation to reimburse the Owners for the Actual Costs of any Improvement Area #1 Improvements will not be due and owing unless and until the City actually levies the Improvement Area #1 Assessments.

6. Obligated Payment Sources; City's Obligation Limited.

(a) Subject to the terms, conditions, and requirements contained herein, including Section 6(b) hereof, the Improvement Area #1 Reimbursement Obligation, plus accrued and unpaid interest as described above (collectively, the "Unpaid Balance"), is payable to the Owners and secured under this Agreement solely as described herein. No other City funds, revenue, taxes, income, or property shall be used even if the Improvement Area #1 Reimbursement Obligation is not paid in full at the Maturity Date. The Improvement Area #1 Reimbursement Obligation is not a debt of the City, within the meaning of Article XI, Section 5, of the Constitution of the State of Texas. The City acknowledges and agrees that until the Improvement Area #1 Reimbursement Obligation and accrued and unpaid interest is paid in full, the obligation of the City to use amounts on deposit in the Operating Account or the Improvement Account created by an Indenture to pay the Improvement Area #1 Reimbursement Obligation and accrued and unpaid interest to the Owners are absolute and unconditional and the City does not have, and will not assert, any defenses to such obligation. The City's obligation to pay the Unpaid Balance related to the Improvement Area #1 Reimbursement Obligation for the Improvement Area #1 Improvements constructed for the benefit of the Improvement Area #1 Assessed Property shall (i) only be paid from such Improvement Area #1 Assessments levied in Improvement Area #1 and collected from the Improvement Area #1 Assessed Property once such Improvement Area #1 Assessments are levied, (ii) are contingent upon the City levying such Improvement Area #1 Assessments, and (iii) will not be due and owing unless and until the City actually levies such Improvement Area #1 Assessments. The Parties agree that the levying of the Improvement Area #1 Assessments will create the funds out of which the City will pay its obligation under this Agreement and, until such time, this Agreement does not create an obligation of the City.

(b) Notwithstanding the foregoing, if any portion of the Unpaid Balance for Improvement Area #1 remains unpaid after all PID Bond proceeds in the Project Fund (as defined in the applicable Indenture) for the PID Bonds for Improvement Area #1 are expended, pursuant to the terms of the applicable Indenture, all Property within Improvement Area #1 which benefits

from the Improvement Area #1 Improvements have had an Improvement Area #1 Assessment levied thereon, and all Improvement Area #1 Assessments levied have been pledged as security for the PID Bonds, then the remaining Unpaid Balance for Improvement Area #1 shall be discharged and shall no longer be due and owing.

7. City Collection Efforts. The City will use all reasonable efforts to receive and collect, or cause to be received and collected by the Travis County Tax Assessor-Collector, the Improvement Area #1 Assessments (including the foreclosure of liens resulting from the nonpayment of the Improvement Area #1 Assessments or other charges due and owing under the Service and Assessment Plan) in the manner described in Article IV of the Financing Agreement.

8. Process for Payment for the Improvement Area #1 Reimbursement Obligation. The Owners may submit to the City a written request for payment in the form and manner provided for in the Financing Agreement (a "Certification for Payment") of any funds then available in the Operating Account following February 1st of each year. Upon receipt of the Certification for Payment for the Improvement Area #1 Improvements described in the Service and Assessment Plan with all required documentation attached, the City shall cause available funds within the appropriate account under the Indenture or the Operating Account to be disbursed to the Owners within thirty (30) days. This process will continue until the Improvement Area #1 Reimbursement Obligation and accrued and unpaid interest is paid in full, until PID Bonds are issued in an amount sufficient to pay the unpaid Improvement Area #1 Reimbursement Obligation in full, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds, or until the Unpaid Balance is discharged pursuant to Section 6(b) hereof.

9. Termination. Once either (i) all payments paid to the Owners under this Agreement are equal to the Improvement Area #1 Reimbursement Obligation plus any accrued and unpaid interest, (ii) PID Bonds are issued to reimburse the Owners for the Actual Costs of the Authorized Improvements benefiting Improvement Area #1, the proceeds of which equal the Improvement Area #1 Reimbursement Obligation, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds, and less any payments made from the Bond Trustee pursuant to this Agreement, (iii) a combination of (i) and (ii) above that, collectively, is equal to the Improvement Area #1 Reimbursement Obligation, (iv) the Unpaid Balance is discharged pursuant to Section 6(b) hereof, or (v) the Maturity Date is reached, this Agreement shall terminate; provided, however that if on the Maturity Date, any portion of the Improvement Area #1 Reimbursement Obligation or accrued and unpaid interest remains unpaid, such Improvement Area #1 Reimbursement Obligation shall be canceled and for all purposes of this Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL; provided further, however, that if any Improvement Area #1 Assessments remain due and payable and are uncollected on the Maturity Date, such Improvement Area #1 Assessment Revenues, when, as, and if collected after the Maturity Date, shall be applied, first, to any amounts due in connection with Improvement Area #1 for any outstanding PID Bonds, and then paid to the Owners and applied to the Improvement Area #1 Reimbursement Obligation. Under no circumstances will either payments made under this Agreement or the PID Bonds exceed the Reimbursement Obligation.

10. Non-Recourse Obligation. The obligations of the City under this Agreement are non-recourse and payable only from (A) PID Bonds, if issued, and/or (B) the Improvement Area #1 Assessment Revenues in the Operating Account, and such obligations do not create a debt or

other obligation payable from any other City revenues, taxes, income, or property. Neither the City nor any of its elected or appointed officials nor any of its employees shall incur any liability hereunder to the Owners or any other party in their individual capacities by reason of this Agreement or their acts or omission under this Agreement. Owners acknowledges that no appropriation of City funds has been or will be made to provide payments due under this Agreement. Further, Owners acknowledges that the only source of funds for payment under this Agreement is from the Operating Account or the Improvement Account created by an Indenture to pay the Improvement Area #1 Reimbursement Obligation. The Parties further agree that the City's obligation under this Agreement to reimburse the Owners for the Improvement Area #1 Improvements shall only be paid from (A) the PID Bonds, if issued, and/or (B) the Improvement Area #1 Assessments collected from the Improvement Area #1 Assessed Property and held in the Operating Account, and such obligation (i) is contingent upon the City levying such Improvement Area #1 Assessments, and (ii) will not be due and owing unless and until the City actually levies such Improvement Area #1 Assessments.

11. Mandatory Prepayments. Notwithstanding any provision of this Agreement to the contrary, the Parties hereby acknowledge and agree that to the extent a prepayment of an Improvement Area #1 Assessment is due and owing pursuant to the provisions of a Service and Assessment Plan (including any requirement to provide notice to Owners pursuant to the provisions thereof) in effect as of the date of this Agreement and remains unpaid for ninety (90) days after such notice, the City, upon providing written notice to the Owners, may reduce the amount of the Improvement Area #1 Reimbursement Obligation by a corresponding amount, provided, however, any reduction shall never result in a reduction in the amount of the Improvement Area #1 Reimbursement Obligation to be less than zero.

12. No Waiver. Nothing in this Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside of this Agreement against any person or entity involved in the design, construction, or installation of the Improvement Area #1 Improvements.

13. Governing Law, Venue. This Agreement is being executed and delivered, and is intended to be performed in, the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of a dispute involving this Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Travis County, Texas.

14. Notice. Any notice required or contemplated by this Agreement shall be deemed given at the addresses shown below: (i) one (1) business day after deposit with a reputable overnight courier service for overnight delivery such as FedEx or UPS; or (ii) one (1) business day after deposit with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

If to City: City of Manor
Attn: Scott Moore, City Manager
105 E. Eggleston St.
Manor, Texas 78653

With a copy to: _____
Attn: _____

If to Owner: _____
Attn: _____

With a copy to: _____
Attn: _____

15. Invalid Provisions; Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Agreement shall remain in full force and effect. If any provision of this Agreement directly conflicts with the terms of the Indenture, the Indenture shall control.

16. Exclusive Rights of Owners. Owner's right, title and interest into the payments of Improvement Area #1 Reimbursement Obligation (including any accrued and unpaid interest thereon), as described herein, shall be the sole and exclusive property of Owners (or its Transferee (defined below)) and no other third party shall have any claim or right to such funds unless Owners transfers its rights to its Improvement Area #1 Reimbursement Obligation (including any accrued and unpaid interest thereon) to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owners has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole, all of the Owner's right, title, or interest under this Agreement including, but not limited to, any right, title or interest of Owners in and to payment of its Improvement Area #1 Reimbursement Obligation plus any accrued and unpaid interest thereon (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including (A) the name and address of the Transferee and (B) a representation by the Owners that the Transfer does not and will not result in the issuance of municipal securities by any other state of the United States or political subdivision thereof is provided to the City. The Owners agrees that the City may rely conclusively on any written notice of a Transfer provided by Owners without any obligation to investigate or confirm the Transfer.

17. Assignment.

(a) Subject to subparagraph (b) below, Owners may, in its sole and absolute discretion, assign this Agreement with respect to all or part of the Project from time to time to any party in connection with the sale of the Project and in connection with a corresponding assignment of the rights and obligations in the Financing Agreement to any party, so long as the assignee has demonstrated to the City's satisfaction and consent that the assignee has the financial, technical, and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned, which consent shall not be unreasonably withheld, and so long as the assigned rights and obligations are assumed without modifications to this Agreement or the Financing Agreement with respect to the Improvement Area #1 Reimbursement Obligation. Owners shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owners shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement for the part of the Project so assigned.

(b) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign (defined in the Financing Agreement) unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(c) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.

(d) Provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof.

(e) Notwithstanding anything to the contrary contained herein, this Section 17 shall not apply to Transfers which shall be governed by Section 16 above.

(f) It is hereby acknowledged that the limitations on the ability to make a Transfer as described in Section 16 above shall also apply to the Designated Successors and Assigns.

18. Failure; Default; Remedies.

(a) If either Party fails to perform an obligation imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after written 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 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 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 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 (not to exceed 90 days) so long as the non-performing Party is diligently pursuing a cure.

(b) If the Owners are in Default, the City's sole and exclusive remedy shall be to seek specific performance of this Agreement. No Default by the Owners, however, shall: (1) affect the obligations of the City to use the Pledged Revenues on deposit in the Operating Account or the Improvement Account as provided in Section 5 of this Agreement; or (2) entitle the City to terminate this Agreement. In addition to specific performance, the City shall be entitled to attorney's fees, court costs, and other costs of the City to obtain specific performance.

(c) If the City is in Default and fails to cure after being notified, the Owner's shall request non-binding mediation before (1) seeking a writ of mandamus to compel performance by the City; or (2) seeking specific performance of this Agreement.

19. Estoppel Certificate. Within thirty (30) days after the receipt of a written request by Owners or any Transferee, the City will certify in a written instrument duly executed and acknowledged to any person, firm or corporation specified in such request as to (i) the validity and force and effect of this Agreement in accordance with its terms, (ii) modifications or amendments to this Agreement and the substance of such modification or amendments; (iii) the existence of any default to the best of the City's knowledge; and (iv) such other factual matters that may be reasonably requested.

20. Verifications of Statutory Representations and Covenants. The Owners 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 Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Owners 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 Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Owners 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.

(b) No Boycott of Israel. The Owners 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 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 Owners 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 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) No Boycott of Energy Companies. The Owners 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. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

21. Form 1295. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Owners hereby represents that it is a publicly traded business entity or a wholly-owned subsidiary of a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Agreement.

22. Miscellaneous.

(a) 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 Owners to enforce its remedies under this Agreement.

(b) Nothing in this Agreement, expressed 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 Owners any rights, remedies, or claims under or by reason of this Agreement, and all covenants, conditions, promises, and agreements in this Agreement shall be for the sole and exclusive benefit of the City and the Owners.

(c) This Agreement may be amended only by written agreement of the Parties.

(d) This Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date written on the first page of this Agreement.

CITY OF MANOR, TEXAS

By: _____
Dr. Christopher Harvey
Mayor, City of Manor, Texas

ATTEST:

By: _____
Lluvia T. Almaraz
City Secretary

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared, Dr. Christopher Harvey, Mayor of the City of Manor, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of that municipal corporation.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 20__.

Notary Public, State of Texas

(SEAL)

[Signatures Continue on Next Page]

OWNERS:

(a [Texas] [])

By: _____
(a [] corporation)

By: _____
Name: _____
Title: _____

And

(a [Texas] [])

By: _____
(a [] corporation)

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____, the _____ of _____, a [Delaware] corporation, the General Partner of _____, a [Texas] limited partnership, on behalf of said entities.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 20__.

(SEAL)

Notary Public, State of Texas

Exhibit "A"
Improvement Area #1