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**FIRST AMENDMENT  
TO  
INDENTURE OF TRUST**

**By and Between**

**CITY OF MANOR, TEXAS**

**and**

**UMB BANK, N.A.,  
as Trustee**

**DATED AS OF DECEMBER 1, 2021**

**supplementing that certain**

**INDENTURE OF TRUST**

**dated as of May 1, 2021**

**\$8,080,000  
CITY OF MANOR, TEXAS  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021  
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT  
MAJOR IMPROVEMENT AREA PROJECT)**

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**FIRST AMENDMENT  
TO  
INDENTURE OF TRUST**

This FIRST AMENDMENT TO INDENTURE OF TRUST, dated as of December 1, 2021 (the “*First Amendment*”) is by and between the CITY OF MANOR, TEXAS (the “*City*”), and UMB BANK, N.A., as trustee (together with its successors, the “*Trustee*”), in order to amend the INDENTURE OF TRUST dated as of May 1, 2021 (the “*Indenture*”), by and between the City and Trustee.

WITNESSETH:

WHEREAS, the City and the Trustee are parties to that certain Indenture of Trust, dated as of May 1, 2021 (the “*Indenture*”), for the benefit of the Manor Heights Public Improvement District (the “*District*”) and the Funds and Accounts of the City; and

WHEREAS, pursuant to the Indenture, the City has issued its \$8,080,000 City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project) (the “*Series 2021 MIA Bonds*”); and

WHEREAS, the City and the Trustee desire to amend the Indenture to permit the creation of a collection fund for the deposit of Major Improvement Area Assessment Revenue by Travis County (the “*County*”) once collected; and

WHEREAS, Section 10.1 of the Indenture generally allows certain amendments to be made to the Indenture without the consent of or notice to any of the Holders pursuant to the terms and provisions of the Indenture; and subsection 10.1(ii) of the Indenture specifically allows such amendments which do not adversely affect any Outstanding Bonds in any material respect; and

WHEREAS, this First Amendment constitutes a Supplemental Indenture under the Indenture and shall, upon execution and delivery hereof, become an effective, valid, binding and legal instrument, in accordance with its terms and for the purposes herein expressed;

NOW, THEREFORE, the City, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City represents, covenants and agrees with the Trustee and its successors-in-trust under the Indenture, for the equal and proportionate benefit of the Holders of the Series 2021 MIA Bonds:

SECTION 1. Definitions.

(a) Capitalized terms used herein without definitions shall have the meanings ascribed thereto in the Indenture, unless the context clearly requires otherwise.

(b) “Effective Date” means the date of execution and delivery of the First Amendment by the Issuer and the Trustee.

SECTION 2. Amendment to the Indenture. . (a) Section 1.1 of the Indenture is hereby amended by adding the following definition, which shall read in its entirety as follows:

“*MIA Project Collection Fund*” means that Fund established by Section 6.1.

(b) Section 6.1 of the Indenture is hereby amended by adding Section 6.1(a)(viii), which shall read in its entirety as:

(viii) The MIA Project Collection Fund.

(c) Section 6.3(a) of the Indenture is hereby deleted and replaced with the following terms so that Section 6.3(a) shall read in its entirety as:

(a) On or before February 15, 2022 and on or before February 15<sup>th</sup> of each year thereafter while the Bonds are Outstanding, the City shall deposit or cause to be deposited all Pledged Revenues, other than the Major Improvement Area Assessment Revenue deposited into the MIA Project Collection Fund by the Tax Office of the County, with the Trustee. Upon the Trustee’s receipt of the Pledged Revenues, the Trustee shall deposit or cause to be deposited the Pledged Revenues to be applied by the Trustee in the following order of priority:

(i) first, to the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due in such calendar year;

(ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement;

(iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest to cause the amount in the Additional Interest Reserve Account to equal the Additional Interest Reserve Requirement;

(iv) fourth, to pay other Actual Costs of the Major Improvement Area Projects; and

(v) fifth, to pay other costs permitted by the PID Act.

(d) Section 6.3 of the Indenture is hereby amended by adding Section 6.3(g), which shall read in its entirety as follows:

(g) MIA Project Collection Fund. While any Bonds are Outstanding, the County, by agreement with the City, may collect Major Improvement Area Assessment Revenue on the City’s behalf. If the County, whether acting by and through its Tax Office or otherwise, presents or otherwise tenders to the Trustee such collected Major Improvement Area Assessment Revenue for deposit on the City’s behalf, the Trustee shall accept such Major Improvement Area Assessment Revenue and deposit the same into the MIA Project Collection Fund. The Trustee shall, as directed by the City pursuant to a City Certificate, deposit or cause to be deposited all of that portion of the Major Improvement Assessment Revenue deposited into the MIA Project Collection Fund that consists of the Annual Collection Costs to the

Administrative Fund and, as directed pursuant to a City Certificate, deposit or cause to be deposited all of that portion of the Major Improvement Assessment Revenue deposited into the MIA Project Collection Fund that consists of Pledged Revenue into the Pledged Revenue Fund.

SECTION 3. Interpretation of First Amendment. The Indenture shall be amended in accordance herewith and the respective rights, limitations of rights, obligations, duties and immunities under the Indenture of the Trustee, the City and the Holders of the Series 2021 MIA Bonds shall, as of the Effective Date, be determined, exercised and enforced under the Indenture applied in all respects consistent with this First Amendment, and all the relevant terms and conditions of this First Amendment shall be deemed to be part of the terms and conditions of the Indenture, for any and all purposes.

SECTION 4. Counterparts. This First Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed an original, and all of such counterparts shall together constitute one and the same instrument.

SECTION 5. Ratification and Confirmation of Indenture. Except as hereby expressly supplemented and amended, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect.

SECTION 6. Governing Law. This First Amendment shall be deemed to be a contract under the laws of the State of Texas and for all purposes shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

*[remainder of page left blank intentionally]*

IN WITNESS WHEREOF, the City and the Trustee have caused this First Amendment to be executed all as of the date hereof.

CITY OF MANOR, TEXAS

By: \_\_\_\_\_  
Dr. Christopher Harvey, Mayor

Attest:

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

[CITY SEAL]

UMB BANK, N.A.,  
as Trustee

By: \_\_\_\_\_  
Authorized Officer

THE STATE OF TEXAS

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COUNTY OF TRAVIS

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Before me, the undersigned, a Notary Public, on this day personally appeared Dr. Christopher Harvey and Lluvia T. Almaraz, known to me to be the Mayor and City Secretary, respectively, for the City of Manor, Texas, and who in my presence each executed this instrument before me in the capacity represented and each of said person's signature is genuine.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Notary Public, State of Texas

THE STATE OF TEXAS

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§  
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COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, on this day personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of UMB Bank, N.A., as Trustee, and who in my presence executed this instrument before me in the capacity represented and said person's signature is genuine.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Notary Public, State of Texas