

**CITY OF MANOR, TEXAS  
MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT  
DEPOSIT AGREEMENT**

**THIS DEPOSIT AGREEMENT** (“Agreement”) dated as of \_\_\_\_\_, 2026 ("Effective Date"), is made by and between the City of Manor, Texas (the “Depositor”) and UMB Bank, N.A., in its capacity as depository agent ("Bank").

**RECITALS**

**WHEREAS**, Depositor desires to deposit funds with Bank from time to time in connection with the Manor Heights Public Improvement District (the “District” or the “PID”) established by the Depositor pursuant to Texas Local Government Code Chapter 372 and as related to Improvement Area #5 of the PID; and

**WHEREAS** Bank has agreed to establish an account (the “Account”) to accept, hold, and disburse the funds deposited with it and the earnings thereon in accordance with the terms of this Agreement.

**AGREEMENT**

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

"Depositor Representative" shall mean the person(s) so designated on Schedule B hereto or any other person designated in writing, signed by Depositor and delivered to Bank in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement.

"Funds" shall mean the funds deposited with Bank pursuant to Section 3 of this Agreement, together with any interest and other income thereon.

"Period" shall mean the period commencing on the date hereof and ending on the applicable termination date set forth on Schedule A hereto.

"Written Direction" shall mean a written direction executed by a Depositor Representative and directing Bank to disburse all or a portion of the Funds or to take or refrain from taking an action pursuant to this Agreement.

2. Appointment of and Acceptance by Bank. Depositor hereby appoints Bank to serve as depository agent hereunder. Bank hereby accepts such appointment and, upon receipt of Funds in accordance with Section 3 below, agrees to hold and disburse the Funds in accordance with this Agreement.

3. Deposit of Funds. After the execution and delivery of this Agreement, Depositor will transfer Funds from time to time to Bank, by wire transfer of immediately available funds or some other customary method, to Bank along with Written Direction to deposit such moneys in the Account.

4. Disbursements of Funds. Bank shall disburse Funds at any time and from time to time, upon receipt of, and in accordance with, Depositor's Written Direction. Such Written Direction shall contain wiring instructions or an address to which a check shall be sent. Bank will make no disbursement, investment or other use of funds until and unless it has collected funds. Upon the expiration of the Period, Bank shall distribute,

as promptly as practicable, the Funds in the manner described on Schedule A, without any further instruction or direction, to the Depositor in accordance with the payment delivery instructions delivered by the Depositor Representative. All disbursements of Funds from the relevant account shall be subject to the fees and claims of Bank and the Indemnified Parties (as defined below) pursuant to Section 9 and Section 10 below.

5. Suspension of Performance: Disbursement Into Court. If, at any time, Bank is unable to determine, to Bank's sole satisfaction, the proper disposition of all or any portion of the Funds or Banks proper actions with respect to its obligations hereunder or the event of any disagreement between the undersigned or the person or persons named in the instructions contained in this Agreement, or any other person, resulting in adverse claims and demands being made in connection with or for any papers, money or property involved herein, or affected hereby, then Bank may, in its sole discretion, take either or both of the following actions:

(a) suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until : (a) the rights of the adverse claimants shall have been fully and finally adjudicated in a Court assuming and having jurisdiction of the parties and money, papers and property involved herein or affected hereby, or (b) all differences shall have been adjusted by agreement and the Escrow Agent shall have been notified thereof in writing, signed by all the interested parties;

(b) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to Bank, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Funds, after deduction and payment to Bank of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Bank in connection with the performance of its duties and the exercise of its rights hereunder.

Bank shall have no liability to Depositor or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Funds or any delay in or with respect to any other action required or requested of Bank.

6. Investments. (a) Funds on deposit hereunder shall be invested in permitted investments, as provided in the Texas Public Funds Investment Act, at the Written Direction of Depositor. In the absence of Written Direction, Bank shall hold monies held by it uninvested and shall have no obligation to invest or reinvest such monies. Bank shall not be liable or responsible for monitoring or ensuring that any investment is a permitted investment as described under any other document or agreement relating to the PID transaction. The parties acknowledge that Bank is not providing investment supervision, recommendations or advice.

(b) Bank is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Agreement. Bank will have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Agreement. Any income or interest earned, or any losses, on any Funds shall accrue to and be deposited in the account from which said Funds were deposited or invested or be debited against such account.

(c) In the event that market conditions are such that negative interest applies to amounts deposited with Bank, Depositor will be responsible for the payment of such interest and Bank will be entitled to deduct from amounts on deposit with it an amount necessary to pay such negative interest. For the avoidance of doubt, the indemnification protections afforded to Bank under Section 9 of this Agreement will cover any interest-related expenses (including, but not limited to, negative interest) incurred by Bank in the performance of its duties hereunder.

(d) All money deposited with Bank hereunder shall be secured in the manner and to the

fullest extent required by law for the security of funds of Depositor. Any Funds held by Bank in excess of the deposit insurance provided by the Federal Deposit Insurance Corporation will be fully collateralized with obligations that are eligible under the laws of the State of Texas.

(e) Bank is not obligated to pay interest on any money received by it hereunder.

(f) Bank is hereby authorized, in making or disposing of any investment permitted by this Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of Bank or for any third person or dealing as principal for its own account.

(g) This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that Bank may serve as depository for other funds of the Depositor, act as trustee under resolutions authorizing other transactions of the Depositor, or act in any other capacity not in conflict with its duties hereunder. In particular, but without limiting the generality of the foregoing, Bank may serve as "Bond Trustee" and "Escrow Agent" in regard to the PID transaction.

7. Resignation or Removal of Bank. Bank may resign and be discharged from the performance of its duties hereunder at any time by giving thirty (30) days' prior written notice to Depositor specifying a date when such resignation shall take effect and after such specified date, notwithstanding any other provision of this Agreement, Bank's sole obligation will be to hold the Funds pending appointment of a successor Bank. Similarly, Bank may be removed at any time by Depositor giving at least thirty (30) days' prior written notice to Bank specifying the date when such removal shall take effect. Upon the effective date of any such resignation or removal, Bank shall return the Funds to or at the direction of Depositor after deduction and payment to Bank of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Bank in connection with the performance of its duties and the exercise of its rights hereunder. After Bank's resignation or removal, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was acting under this Agreement.

8. Liability of Bank. (a) Bank undertakes to perform only such duties as are expressly set forth herein, these duties shall be purely ministerial in nature, Bank shall not be liable except for the performance of such duties, and no duties shall be implied. Bank has no fiduciary or discretionary duties of any kind. The permissive rights of Bank to do things enumerated in this Agreement will not be construed as duties and, with respect to such permissive rights, Bank shall not be answerable for other than its gross negligence or willful misconduct. Bank shall have no liability under the provisions of any agreement other than this Agreement. Bank will not be responsible or liable for the failure of any party to perform in accordance with this Agreement. Bank shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Agreement, whether or not an original or a copy of such agreement has been provided to Bank; and Bank shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Agreement to any other agreement, instrument, or document are for the convenience of the Parties, and Bank has no duties or obligations with respect thereto. This Agreement sets forth all matters pertinent to the deposit contemplated hereunder, and no additional obligations of Bank shall be inferred or implied from the terms of this Agreement or any other agreement. Bank shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines, which determination is not subject to appeal that Bank's gross negligence or willful misconduct was the primary cause of any loss to Depositor. Bank's sole responsibility shall be for the safekeeping of the Funds in accordance with Bank's customary practices and disbursement of the Funds in accordance with the terms of this Agreement. Bank will have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of the Funds, Written Direction, or any other documents in connection therewith, and will not be regarded as making nor be required to make any representations thereto. Bank shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance

not specifically set forth herein. Bank may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Bank believes to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In the event Bank receives conflicting instructions hereunder, Bank will be fully protected in refraining from acting until such conflict is resolved to the satisfaction of Bank. No provision of this Agreement will require Bank to expend or risk its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Agreement. Bank will not be liable, directly or indirectly, for any amount in excess of the value of the Funds. In no event shall Bank be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if Bank has been advised of the likelihood of such loss or damage and regardless of the form of action. Bank shall not be obligated to take any legal action or commence any proceeding in connection with the Funds, any account in which Funds are deposited, or this Agreement, or to appear in, prosecute or defend any such legal action or proceeding or to take any other action that in Bank's sole judgment may expose it to potential expense or liability. Bank shall not be responsible or liable in any manner for the performance by any party of their respective obligations under any other agreement. Bank may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees and will not be responsible for the acts or omissions of such agents, representatives, attorneys, custodians or nominees appointed with due care. Bank may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any party hereto, and shall incur no liability and to the extent provided by law shall be fully indemnified from any liability whatsoever in acting or refraining from acting in accordance with the opinion or instruction of such counsel. Depositor shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel.

(b) Bank is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Funds, without determination by Bank of such court's jurisdiction in the matter. If any portion of the Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, Bank is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if Bank complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

(c) Bank shall be entitled to request and receive written instructions from Depositor and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by Bank in accordance with the Written Direction of Depositor.

9. Indemnification of Bank. From and at all times after the date of this Agreement, Depositor shall, to the extent permitted by law, defend, indemnify and hold harmless Bank and each director, officer, employee, attorney, agent and affiliate of Bank (each, an "Indemnified Party") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including without limitation reasonable attorneys' fees, costs and expenses) incurred by or asserted against any Indemnified Party from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including without limitation Depositor, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws) or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Agreement or any transactions contemplated herein, whether or not any such Indemnified

Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation: *provided, however*, that no Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, which determination is not subject to appeal, to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party. Depositor further agrees to indemnify each Indemnified Party for all costs, including without limitation reasonable attorney's fees, incurred by such Indemnified Party in connection with the enforcement of Depositor's indemnification obligations hereunder. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by Depositor. Bank shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of the Depositor, pursuant to the provisions of this Agreement, unless such Depositor shall have offered to Bank security or indemnity (satisfactory to Bank in its sole and absolute discretion) against the costs, expenses and liabilities which may be incurred by it in compliance with such request or direction. Bank shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; pandemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility. The obligations of Depositor under this Section 9 shall survive any termination of this Agreement and the resignation or removal of Bank.

10. Compensation to Bank.

(a) Fees and Expenses. Depositor shall compensate Bank for its services hereunder in accordance with Schedule A attached hereto and, in addition, shall reimburse Bank for all of its reasonable out-of-pocket expenses, including actual and reasonable attorneys' fees (as permitted by applicable law), travel expenses, telephone and facsimile transmission costs, postage (including express mail and overnight delivery charges), copying charges and the like. The additional provisions and information set forth in Schedule A are hereby incorporated by this reference and form a part of this Agreement. All of the compensation and reimbursement obligations set forth in this Section 10 shall be payable by Depositor within thirty (30) days of demand by Bank. The obligations of Depositor under this Section 10 shall survive any termination of this Agreement and the resignation or removal of Bank.

(b) Disbursements from Funds to Pay Bank. Bank is authorized to, and may, disburse to itself from the Funds, from time to time, the amount of any compensation and reimbursement of out-of-pocket expenses due and payable hereunder (including any amount to which Bank is entitled to seek indemnification pursuant to Section 9 hereof).

(c) Security and Offset. Depositor hereby grants to Bank and the Indemnified Parties a security interest in and lien upon the Funds to secure all obligations hereunder, and Bank and the Indemnified Parties shall have the right to offset the amount of any compensation or reimbursement due any of them hereunder (including any claim for indemnification pursuant to Section 9 hereof) against the Funds. If for any reason the Funds available to Bank and the Indemnified Parties pursuant to such security interest or right of offset are insufficient to cover such compensation and reimbursement, Depositor shall promptly pay such amounts to Bank and the Indemnified Parties upon receipt of an itemized invoice.

11. Representations and Warranties. Depositor makes the following representations and warranties to Bank:

(a) It is duly organized, validly existing, and in good standing under the laws of the State of Texas and has full power and authority to execute and deliver this Agreement and to perform its obligations

hereunder.

(b) This Agreement has been duly approved by all necessary action has been executed by its duly authorized officers and constitutes its valid and binding agreement enforceable in accordance with its terms.

(c) The execution, delivery, and performance of this Agreement will not violate, conflict with, or cause a default under its articles of incorporation, articles of organization, bylaws or other organizational document, as applicable, any applicable law or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject, or any agreement, contract, indenture.

(d) The applicable persons designated on Schedule B hereto have been duly appointed to act as its representatives hereunder and have full power and authority to execute and deliver any Written Direction, to amend, modify or waive any provision of this Agreement and to take any and all other actions under this Agreement, all without further consent or direction from, or notice to, it or any other party.

(e) No party other than the parties hereto has, or shall have, any lien, claim or security interest in the Funds or any part thereof. No financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Funds or any part thereof.

(f) All of its representations and warranties contained herein are true and complete as of the date hereof and will be true and complete at the time of any disbursement of the Funds.

12. Patriot Act/Identifying Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, Bank requires documentation to verify its formation and existence as a legal entity. Bank may ask to see financial statements, licenses, or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The Depositor acknowledges that a portion of the identifying information set forth herein is being requested by Bank in connection with the USA Patriot Act, Pub. L. 107-56 (the "Act"), and agrees to provide any additional information requested by Bank in connection with the Act or any other legislation or regulation to which Bank is subject, in a timely manner. The Depositor represents that all identifying information set forth on Schedule A or otherwise provided to Bank, including without limitation, its Taxpayer Identification Number assigned by the Internal Revenue Service or any other taxing authority, is true and complete on the date hereof and will be true and complete at the time of any disbursement of the Funds.

13. Consent to Jurisdiction and Venue. The parties hereby (i) irrevocably submit to the exclusive jurisdiction of any federal or state court sitting in Travis County, Texas, (ii) waive any objection to laying of venue in any such action or proceeding in such courts, and (iii) waive any objection that such courts are an inconvenient forum or do not have jurisdiction over any party.

14. Notice. All notices, approvals, consents, requests, and other communications hereunder shall be in writing (provided that each such communication to Bank must be manually signed by the sender) and shall be deemed to have been given when the writing is delivered if given or delivered by hand, overnight delivery service or facsimile transmitter (with confirmed receipt) to the address or facsimile number set forth on Schedule A hereto, or to such other address as each party may designate for itself by like notice, and shall be deemed to have been given on the date deposited in the mail, if mailed, by first-class, registered or certified mail, postage prepaid, addressed as set forth on Schedule A hereto, or to such other address as each party may designate for itself by like notice.

15. Amendment, Waiver and Assignment. This Agreement may be changed, waived, discharged or terminated only by a writing signed by the parties hereto. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion. Except as provided in Section 19 and in connection with resignation of the Bank, this Agreement may not be assigned by any party without the written consent of the other party. All fees, costs and expenses (including reasonable attorneys' fees, costs and expenses) incurred in connection with any amendment, modification or supplement shall be payable by the other party.

16. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Texas without giving effect to the conflict of laws principles thereof.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the holding, investment and disbursement of the Funds and sets forth in their entirety the obligations and duties of Bank with respect to the Funds. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the signatory parties hereto and the Indemnified Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

19. Binding Effect: Successors. All of the terms of this Agreement, as amended from time to time, shall be binding upon, inure to the benefit of and be enforceable by the respective successors and assigns of Depositor and Bank. If Bank consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the account contemplated by this Agreement) to another entity, the successor or transferee entity without any further act shall be the successor Bank.

20. Execution in Counterparts. This Agreement and any Written Direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

21. Termination. Upon the first to occur of the termination of the Period, the disbursement of all amounts in the Funds pursuant to Written Directions or the disbursement of all amounts in the Funds into court pursuant to Section 5 or Section 8 hereof, this Agreement shall terminate and shall be of no further force and effect except that the provisions related to indemnification, limitation of liability and compensation of Bank shall survive such termination.

22. Dealings. Bank and any stockholder, director, officer or employee of Bank may buy, sell, and deal in any of the securities of Depositor and become financially interested in any transaction in which Depositor may be interested, and contract and lend money to Depositor and otherwise act as fully and freely as though it were not acting as the depository bank under this Agreement. Nothing herein shall preclude Bank from acting in any other capacity for the Depositor or for any other person or entity.

23. Optional Security Procedures. In the event funds transfer instructions, address changes or change in contact information are given (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile or otherwise, Bank is authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule B

hereto, and Bank may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Bank and shall be effective only after Bank has a reasonable opportunity to act on such changes. If Bank is unable to contact any of the designated representatives identified in Schedule B Bank is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Depositor's executive officers ("Executive Officers"), as the case may be, which shall include the titles of President, Vice President, Secretary, Treasurer, Executive Manager, and Program and Project Manager as Bank may select. Such Executive Officer shall deliver to Bank a fully executed incumbency certificate, and Bank may rely upon the confirmation of anyone purporting to be any such officer. Bank will have no duty or obligation to verify that the person who sent any instruction is, in fact, a person duly authorized to give instructions on behalf of Depositor, other than to verify that the signature of the Depository Representative on any such instruction appears to be the signature of such person. Depositor acknowledges and agrees that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to Bank, and that there may be more secure methods of transmitting instructions other than the method selected by Depositor. Bank will have no responsibility or liability for any loss which may result from Depositor's reliance upon or use of any particular method of delivering instructions to Bank, including the risk of interception of such instruction and misuse by third parties. Depositor agrees that Bank may at its option record any telephone calls made pursuant to this Section. Bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Depositor to identify (a) the beneficiary, (b) the beneficiary's bank, or (c) an intermediary bank. Bank may apply any of the Funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The optional security procedures set forth in this Section 23 are intended to verify the authenticity of payment orders provided to Bank and are not designed to, and do not, detect errors in the transmission or content of any payment order. Bank is not responsible for detecting an error in the payment order, regardless of whether Depositor believes the error was apparent, and Bank is not liable for any losses arising from any failure to detect an error. Depositor acknowledges that these optional security procedures are commercially reasonable.

24. WAIVER OF TRIAL BY JURY. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED- FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

25. Tax Reporting. Depositor agrees to assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Agreement. Upon Bank's request, Depositor shall provide Bank with a Form W-9 or Form W-8, as applicable, for each payee, together with any other documentation and information requested by Bank in connection with Bank's reporting obligations under the United States Internal Revenue Code and related regulations (the "Code").

If such tax documentation is not so provided, Bank is authorized to withhold taxes as required by the Code. Depositor shall accurately provide Bank with all information requested by Bank in connection with the preparation of all applicable Form 1099 and Form 1042-S documents with respect to all distributions as well as in the performance of Bank's reporting obligations under the Foreign Account Tax Compliance Act or other applicable law or regulation. To the extent that the Bank becomes liable for the payment of any taxes in respect of income derived from the investment of the Funds, the Bank shall satisfy such liability to the extent possible from the Funds. To the extent permitted by law, Depositor shall indemnify, defend and hold the Bank harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Bank on or with respect to the Funds and the investment thereof unless such tax, late payment, interest, penalty or other expense was directly caused by the gross negligence or willful misconduct of the Bank. The indemnification provided by this Section 25 is in addition to the indemnification provided in Section 9 and shall survive the resignation or removal of the Bank and the termination of this Agreement.

26. Verifications of Statutory Representations and Covenants. Bank 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 Bank 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 First Amendment shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this First Amendment, notwithstanding anything in this First Amendment to the contrary.

(a) Not a Sanctioned Company. Bank 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 Bank 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. Bank 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 First Amendment. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. Bank 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 First Amendment. 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. Bank 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 First Amendment. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

[Signature pages follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first above written.

**CITY OF MANOR, TEXAS**

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

ATTEST:

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

DRAFT

**UMB BANK, N.A. as depository agent**

By: Rob Rodriguez, Assistant Vice-President

DRAFT

SCHEDULE A

1. Account.

UMB Bank  
ABA#  
ATTN:  
Re: [ \_\_\_\_\_ PID Assessment Account, # \_\_\_\_\_ ]  
Acct #  
Acct Name:

2. Bank Fees.

Annual Fee \$1,500.00

The Annual Fee covers a full year in advance, or any part thereof, and thus is not pro-rated in the year of termination.

The fee quoted in this schedule apply to services ordinarily rendered in the administration of an account and are subject to reasonable adjustment based on final review of documents, or when Bank is called upon to undertake unusual duties or responsibilities, or as changes in law, procedures, or the cost of doing business demand. Services in addition to and not contemplated in this Agreement, including, but not limited to, document amendments and revisions, non-standard cash and/or investment transactions, calculations, notices and reports, and legal fees, will be billed as extraordinary expenses.

3. Taxpayer Identification Numbers.

Depositor: \_\_\_\_\_

4. Termination and Disbursement. Unless earlier terminated by the provisions of the Agreement, the Period will terminate upon the Bank's receipt of written notification from the Depositor of the termination of the PID. Any Funds remaining on such date shall be distributed to Depositor.

5. Notice Addresses.

If to Depositor, at:

City of Manor, Texas  
105 E. Eggleston St.  
Manor, TX 78653  
Attn: Director of Finance  
Telephone: (512) 272-5555

If to Bank, at:

UMB Bank  
6034 West Courtyard Drive, Suite 225  
Austin, TX 78730  
Attn: Rob Rodriguez  
Telephone: (512) 582-5859

SCHEDULE B

Each of the following person(s) is a Depositor Representative and each is authorized to execute documents and direct Bank as to all matters, including fund transfers, address changes and contact information changes, on Depositor's behalf:

Name \_\_\_\_\_ Specimen signature \_\_\_\_\_ Telephone No. \_\_\_\_\_

Name \_\_\_\_\_ Specimen signature \_\_\_\_\_ Telephone No. \_\_\_\_\_

Name \_\_\_\_\_ Specimen signature \_\_\_\_\_ Telephone No. \_\_\_\_\_

(Note: if only one person is identified above, please complete the following)  
The following person not listed above is authorized for call-back confirmations:

Name \_\_\_\_\_ Telephone No. \_\_\_\_\_

