

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement"), is entered into and effective as of May 1, 2026, by and among Lone Star National Bank ("LSNB"), McAllen, Texas, a national banking association (the "Escrow Agent"), Vanguard Academy (the "School"), a Texas non-profit corporation operating an open enrollment charter school and the City of Mission (the "City").

WITNESSETH:

WHEREAS, the School and the City have entered into that certain Development Agreement dated March 10, 2026 (the "Development Agreement"), pertaining to the School's development of a public charter school on property located within the City, and the construction of certain Improvements referred to in Exhibit A of the Development Agreement; and

WHEREAS, pursuant to the Development Agreement, the terms of which are incorporated herein by reference, the School has agreed to deposit certain funds into an escrow account (the "Escrow Account") by wire transfer of immediately available cash funds, with such funds to be held, invested and disbursed by the Escrow Agent in accordance with the terms and conditions of the Development Agreement and this Escrow Agreement; and

WHEREAS, the Escrow Agent is a national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, the parties desire to set forth their understandings with regard to the Escrow Account established by this Escrow Agreement.

NOW, THEREFORE, in consideration of the premises herein, the parties hereto agree as follows:

I. Terms and Conditions

1.1. Appointment of and Acceptance by Escrow Agent. The School and the City hereby appoint the Escrow Agent to serve as escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment and agrees to perform its duties as provided herein.

1.2. Establishment of Escrow Account. Within ten (10) business days of the effective date of the Escrow Agreement, the School will deposit (or cause to be deposited) into the

Escrow Account pursuant to the wire instructions set forth on Schedule A hereto, in immediately available funds, US\$ 107,259.50, representing the Escrow Funds for the Improvements referred to in the Development Agreement (together with all interest and earnings thereon, and less any disbursements hereunder, the "Escrow Funds"). The Escrow Funds received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the School, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Escrow Agreement.

1.3. Application of the Escrow Funds. Subject to the terms, conditions and limitations contained herein and in the Development Agreement, the Escrow Funds shall be released in accordance with Section 3 of the Development Agreement and Section 1.4 of this Escrow Agreement, and shall not be comingled with any other accounts or with any other proceeds or funds.

1.4. Disbursements of the Escrow Funds. The Escrow Agent shall only disburse amounts from the Escrow Funds as follows:

(a) Disbursement of the Escrow Funds.

i. If the School or the City delivers to the Escrow Agent a Written Direction notice, Schedule C hereto, signed by an authorized representative of the School and the City, for release of Escrow Funds to the City for reimbursement of the City's verified reasonable costs incurred in the acquisition of the necessary right-of-way and for potential legal fees as described in Section 3 of the Development Agreement, in an aggregate amount not to exceed \$41,284.00; or

ii. If the School or the City delivers to the Escrow Agent a Written Direction notice, signed by an authorized representative of the School and the City, for release of all remaining Escrow Funds to the School upon completing the design and construction of the Improvements; or

iii. If the School delivers to the Escrow Agent a Written Direction notice, signed by an authorized representative of the School, for release of all remaining Escrow Funds to the School, upon the School's abandonment of the project.

(b) Notwithstanding anything to the contrary in this Escrow Agreement, if any amount to be released at any time or under any circumstances exceeds the balance in the Escrow Account, the Escrow Agent shall release the balance in the Escrow Account and shall have no liability or responsibility to any party for any deficiency.

(c) The Escrow Agent will disburse any amounts from the Escrow Funds as required by this Section 1.4 within two (2) business days or as soon as commercially reasonable thereafter from the date of the Escrow Agent's receipt of a Written Direction notice, as applicable.

1.5. Unexpended Escrow Funds. Any Escrow Funds remaining unexpended in the Escrow Account after completion of the Improvements and after the final accounting has been submitted to and approved by the School shall be dispersed to the School. The School

shall deliver a copy of such approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Escrow Funds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Escrow Funds are used as required by the provisions of the Development Agreement, that being the sole obligation of the School.

II. Provisions as to the Escrow Agent

2.1. Limited Duties of Escrow Agent. The Escrow Agent undertakes to perform only such duties as are expressly set forth in this Escrow Agreement that shall be deemed purely ministerial in nature. Under no circumstance will the Escrow Agent be deemed to be a fiduciary to any party or any other person under this Escrow Agreement. This Escrow Agreement expressly and exclusively sets forth the duties of the Escrow Agent with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent. The Escrow Agent shall not be bound by, deemed to have knowledge of, or have any obligation to determine, make inquiry into or consider, any term or provision of any agreement between the School, the City, and/or any other third party or as to which the escrow relationship created by this Escrow Agreement relates, including without limitation the Development Agreement or any other documents referenced in this Escrow Agreement.

2.2. Limitations on Liability of Escrow Agent.

(a) In performing its duties under this Escrow Agreement, or upon the claimed failure to perform its duties, the Escrow Agent shall have no liability except for the Escrow Agent's willful misconduct or gross negligence. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(b) The Escrow Agent shall be fully protected (i) in acting in reliance upon any certificate, statement, request, notice, advice, instruction, direction, other agreement or instrument or signature reasonably and in good faith provided by the School or the City with respect to such party's information and believed by the Escrow Agent to be genuine, (ii) in assuming that any person purporting to give the Escrow Agent any of the foregoing in connection with either this Escrow Agreement or the Escrow Agent's duties has been duly authorized to do so and (iii) in acting or failing to act in good faith in accordance with the terms of this Escrow Agreement on the advice of outside counsel retained by the Escrow Agent, provided that the Escrow Agent shall remain liable where the actions taken or omitted by the Escrow Agent in reliance upon clauses (i), (ii), and (iii) herein are determined to constitute the Escrow Agent's bad faith, willful misconduct, or gross negligence.

(c) The Escrow Agent shall have no liability with respect to the transfer or distribution of any funds effected by the Escrow Agent pursuant to wiring or transfer instructions provided to the Escrow Agent in accordance with the provisions of this Escrow Agreement. The Escrow Agent shall be entitled to rely upon all bank and account

information provided to the Escrow Agent by the applicable authorized representative of each of the School and the City set forth in Section 3.5. The Escrow Agent shall have no duty to verify or otherwise confirm any written wire transfer instructions except as set forth in Section 2.3 below, but it may do so in its discretion on any occasion without incurring any liability to any party for failing to do so on any other occasion. The Escrow Agent shall process all wire transfers based on bank identification and account numbers rather than the names of the intended recipient of the funds, even if such numbers pertain to a recipient other than the recipient identified in the payment instructions. The Escrow Agent shall have no duty to detect any such inconsistencies and shall resolve any such inconsistencies by using the account number. In connection with any payments that the Escrow Agent is instructed to make by wire transfer, the Escrow Agent shall not be liable for the acts or omissions of (i) the School, the City or other person providing such instructions, including without limitation errors as to the amount, bank information or bank account number; or (ii) any other person or entity, including without limitation any Federal Reserve Bank, any transmission or communications facility, any funds transfer system, any receiver or receiving depository financial institution, and no such person or entity shall be deemed to be an agent of the Escrow Agent. Any wire transfers of funds made by the Escrow Agent pursuant to this Escrow Agreement will be made subject to and in accordance with the Escrow Agent's usual and ordinary wire transfer procedures in effect from time to time.

(d) No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance 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 Escrow Agreement. The Escrow Agent shall not be obligated to take any legal action or to commence any proceedings in connection with this Escrow Agreement or any property held hereunder or to appear in, prosecute or defend in any such legal action or proceedings.

2.3. Security Procedure For Funds Transfers. The Escrow Agent shall confirm funds transfer instruction received in the name of a party by telephone call-back to an Authorized Representative and at the telephone number specified for such authorized person in Section 3.5, as applicable ("Authorized Representative"). The parties assume such risks and acknowledge that the security procedures set forth herein are commercially reasonable. The list of Authorized Representatives set forth in Section 3.5 may be revised or rescinded only by a writing signed by an existing Authorized Representative of the applicable party. Such revisions or rescissions shall be effective only after actual receipt and following such period of time as may be necessary to afford the Escrow Agent a reasonable opportunity to act on it. If a revised list or a rescission of an existing designation of an Authorized Representative is delivered to the Escrow Agent by an entity that is a successor-in-interest to such party, such document shall be accompanied by additional documentation satisfactory to the Escrow Agent showing that such entity has succeeded to the rights and responsibilities of the applicable authorized representative of the School under this Escrow Agreement. The School understands that the Escrow Agent's inability to receive or confirm funds transfer instructions pursuant to the above security procedure may result in a delay in accomplishing such funds transfer, and agree that the Escrow Agent shall not be liable for any loss caused by any such delay.

2.4. Depository Role. The Escrow Agent acts hereunder as a depository only, and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of this Escrow Agreement or any part thereof, or of any person executing or depositing such subject matter.

2.5. No Duty to Notify. The Escrow Agent shall in no way be responsible for nor shall it be its duty to notify any party hereto or any other party interested in this Escrow Agreement of any payment required or maturity occurring under this Escrow Agreement or under the terms of any instrument deposited therewith unless such notice is explicitly provided for in this Escrow Agreement.

2.6. Other Relationships. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. The Escrow Agent and its affiliates, and any of their respective directors, officers or employees may become pecuniarily interested in any transaction in which any of the other parties hereto may be interested and may contract and lend money to any such party and otherwise act as fully and freely as though it were not escrow agent under this Escrow Agreement. Nothing herein shall preclude the Escrow Agent or its affiliates from acting in any other capacity for any such party.

2.7. Disputes.

(a) In the event of any disagreement between the School and the City, or between either of them and any other party, resulting in adverse claims or demands being made in connection with the matters covered by this Escrow Agreement, or in the event that the Escrow Agent, in good faith, be in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not be or become liable in any way or to any party for its failure or refusal to act, and the Escrow Agent shall be entitled to continue to refrain from acting until directed by (i) an order of a court of competent jurisdiction, or (ii) directed otherwise by a Written Direction. Notwithstanding the preceding, the Escrow Agent may in its discretion obey the order, judgment, decree or levy of any court, whether with or without jurisdiction, or of an agency of the United States or any political subdivision thereof, or of any agency of any State of the United States or of any political subdivision thereof that is not a party to this Escrow Agreement, and the Escrow Agent is hereby authorized in its sole discretion, to comply with and obey any such orders, judgments, decrees or levies. The Escrow Agent shall be under no duty to institute or defend any legal proceedings, although the Escrow Agent may, in its discretion and at the expense of the School and the City as provided in the immediately following paragraph, institute or defend such proceedings. The rights of the Escrow Agent under this sub-paragraph are cumulative of all other rights which it may have by law or otherwise.

(b) In the event of any disagreement or doubt, as described above, the Escrow Agent shall have the right, in addition to the rights described above and at the election of the Escrow Agent, to tender into the registry or custody of any court having jurisdiction, all

funds, equity and property held under this Escrow Agreement, and the Escrow Agent shall have the right to take such other legal action as may be appropriate or necessary, in the sole discretion of the Escrow Agent. Upon such tender, the School and the City agree that the Escrow Agent shall be discharged from all further duties under this Escrow Agreement.

2.8. Mergers, Consolidations, Etc. Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business of the Escrow Agent may be transferred, shall be the successor Escrow Agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, in each case without the execution or filing of any instrument or paper or the performance of any further act (other than due notice to the School and the City).

2.9. Resignation; Removal.

(a) The Escrow Agent may resign and be discharged from its duties and obligations at any time under this Escrow Agreement by providing written notice to the School and the City. Such resignation shall be effective on the date set forth in such written notice, which shall be no earlier than thirty (30) days after such written notice has been furnished. Thereafter, the Escrow Agent shall have no further obligation except to hold the Escrow Funds as depository and cooperate reasonably in the transfer of the Escrow Funds to a successor escrow agent. The School and the City shall promptly appoint a successor escrow agent. The Escrow Agent shall refrain from taking any action until it shall receive a Joint Written Direction designating the successor escrow agent. However, in the event no successor escrow agent has been appointed on or prior to the date such resignation is to become effective, the Escrow Agent shall be entitled to tender into the custody of any court of competent jurisdiction all funds, equity and other property then held by the Escrow Agent hereunder and the Escrow Agent shall thereupon be relieved of all further duties and obligations under this Escrow Agreement.

(b) The School shall have the right to terminate the appointment of the Escrow Agent upon thirty (30) days' joint written notice to the Escrow Agent specifying the date upon which such termination shall take effect. Thereafter, the Escrow Agent shall have no further obligation except to hold the Escrow Funds as depository and cooperate reasonably in the transfer of the Escrow Funds to a successor escrow agent. The Escrow Agent shall refrain from taking any action until it shall receive a Written Direction designating the successor escrow agent. However, in the event no successor escrow agent has been appointed on or prior to the date such termination is to become effective, the Escrow Agent shall be entitled to tender into the custody of any court of competent jurisdiction all funds, equity and other property then held by the Escrow Agent hereunder and the Escrow Agent shall thereupon be relieved of all further duties and obligations under this Escrow Agreement.

(c) In the case of a resignation or removal of the Escrow Agent, the Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder. The successor escrow agent appointed by the School and the City shall execute, acknowledge and

deliver to the Escrow Agent and the other parties an instrument in writing accepting its appointment hereunder, and thereafter, the Escrow Agent shall deliver all of then-remaining balance of the Escrow Funds, less any fees and expenses then incurred by and unpaid to the Escrow Agent, to such successor escrow agent in accordance with the Written Direction of the School and upon receipt of the Escrow Funds, the successor escrow agent shall be bound by all of the provisions of this Escrow Agreement.

2.10. Compensation of the Escrow Agent. The parties agree that upon the execution of this Escrow Agreement, the School will pay the Escrow Agent as stated in the fee schedule attached hereto as Schedule B.

III. Miscellaneous

3.1. Disbursements. The Escrow Agent shall make no disbursement, investment or other use of funds until and unless it has collected funds.

3.2. Permitted Investments. The Escrow Agent shall hold the Escrow Funds in a LSNB Non-Interest Bearing Deposit Account.

3.3. Accounting. The Escrow Agent shall provide monthly statements of transactions and holdings to the School and the City as of the end of each month, at the address provided by the School and the City.

3.4. Point of Contact and Notices. The points of contact for any notice, request for consent, report, or any other communication required or permitted in this Escrow Agreement shall be in writing and shall be deemed to have been given when delivered by electronic mail to the e-mail address given below, provided that written confirmation of receipt is obtained promptly from the recipient after completion of the electronic mail transmission.

If to the Escrow Agent:

Lone Star National Bank
Attn: Vanessa Ochoa
520 E. Nolana Avenue
McAllen, Texas 75804
Phone: (956) 984-2913
E-mail: i) ochoav@lsnb.com

If to the School:

Vanguard Academy
Attn: Carlo Hershberger, CFO
2510 S. Veterans Blvd.
Edinburg, Texas 78539
Phone: (956) 781-1701

E-mail: chershberger@vanguardac.net

If to the City:

City of Mission, Texas
Mission City Hall
Attn: City Manager's Office
1201 E 8th Street
Mission, Texas 78572
Phone: (956) 766-3225
Email: xcervantes@missiontexas.us

Any party may unilaterally designate a different address by giving notice of each change in the manner specified above to each other party. In all cases, the Escrow Agent shall be entitled to rely on a copy or electronic transmission of any document with the same legal effect as if it were the original of such document. "**Business Day**" shall mean any day other than a Saturday, Sunday or any other day on which banking institutions located in Texas are authorized or obligated by law or executive order to close. The parties acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet.

3.5. **Authorized Representatives.** The individuals executing this Agreement on behalf of the School and City hereby certify that each individual listed below is an authorized signor for their respective entity and is authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of the referenced entity, and that the title, email address and contact number appearing beside each name is true and correct:

Authorized Representative(s) of the School:

<u>Name</u>	<u>Title</u>	<u>Email Address</u>	<u>Contact Number</u>
Dr. Marisol Rocha	Superintendent	mrocha@vanguardac.net	956-781-1701
Carlo Hershberger	CFO	chershberger@vanguardac.net	956-926-9089

Authorized Representative(s) of the City:

<u>Name</u>	<u>Title</u>	<u>Email Address</u>	<u>Contact Number</u>
Norie Gonzalez Garza	Mayor		

3.6. Governing Law. This Escrow Agreement shall be governed by and construed according to the laws of the State of Texas, without regard to principles of conflicts of law. The parties hereto consent to the exclusive jurisdiction of the state and federal courts sitting in Hidalgo County, Texas and consent to personal jurisdiction of and venue in such courts with respect to any and all matters or disputes arising out of this Escrow Agreement.

3.7. Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART UNDER, RELATED TO, BASED ON OR IN CONNECTION WITH THIS ESCROW AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 4.6 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. NOTWITHSTANDING THE FOREGOING OR ANYTHING IN THIS ESCROW AGREEMENT TO THE CONTRARY, NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE SOVEREIGN OR GOVERNMENTAL IMMUNITY OF THE SCHOOL OR THE CITY OR ANY OF THEIR RESPECTIVE OFFICERS OR EMPLOYEES.

3.8. Assignment; Binding Effect. Except as permitted in Section 2.9, neither this Escrow Agreement nor any rights or obligations hereunder may be assigned by any party hereto without the express written consent of each of the other parties hereto. This Escrow Agreement shall inure to and be binding upon the parties hereto and their respective successors, heirs and permitted assigns.

3.9. Amendment and Waiver. The terms of this Escrow Agreement may be altered, amended, modified or revoked only by an instrument in writing signed by all the parties hereto. No course of conduct shall constitute a waiver of any terms or conditions of this Escrow Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Escrow Agreement on one occasion shall not constitute a waiver of the other terms of this Escrow Agreement, or of such terms and conditions on any other occasion.

3.10. Severability. If any provision of this Escrow Agreement shall be held or deemed to be or shall in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

3.11. Further Assurances. If at any time the Escrow Agent shall determine or be advised that any further agreements, assurances or other documents are reasonably necessary or desirable to carry out the provisions of this Escrow Agreement and the transactions contemplated by this Escrow Agreement, the parties shall execute and deliver any and all such agreements or other documents and do all things reasonably necessary or appropriate to carry out fully the provisions of this Escrow Agreement.

3.12. No Third-Party Beneficiaries. This Escrow Agreement is for the sole benefit of the parties hereto, and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Escrow Agreement. Additionally, any permitted assignee must also satisfy the Escrow Agent's requirements set forth in Section 2.9.

3.13. Force Majeure. No party to this Escrow Agreement shall be liable to any other party hereto for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, interruption or malfunctions of communications or power supplies, labor difficulties, actions of public authorities or other similar causes reasonably beyond its control.

3.14. Expiration. This Escrow Agreement shall expire upon the final distribution by the Escrow Agent in accordance with this Escrow Agreement of all funds, equity and property held under this Escrow Agreement.

3.15. Titles and Headings. All titles and headings in this Escrow Agreement are intended solely for convenience of reference and shall in no way limit or otherwise affect the interpretation of any of the provisions hereof.

3.16. Counterparts; Facsimile Execution. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Escrow Agreement and agreements, certificates, instruments and documents entered into in connection herewith by facsimile or other electronic transmission (including Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Escrow Agreement or such agreements, certificates, instruments and documents.

3.17. Entire Agreement; Effect of Definitive. This Escrow Agreement constitutes the entire agreement between the Escrow Agent and the School and the City in connection with the subject matter of this Escrow Agreement, and no other agreement entered into between the School and the City, or either of them, including, without limitation, and the Development Agreement, shall be considered as adopted or binding, in whole or in part, upon the Escrow Agent notwithstanding that any such other agreement may be deposited with the Escrow Agent or the Escrow Agent may have knowledge thereof. The parties hereto acknowledge and agree that the Escrow Agent is not a party to, is not bound by, and has no duties or obligations under the Development Agreement, that all references in this Escrow Agreement

to the Development Agreement are for convenience, and that the Escrow Agent shall have no implied duties beyond the express duties set forth in this Escrow Agreement.

3.18. Procedures for Opening a New Account. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: 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. When a party opens an account, the Escrow Agent must obtain each party's name, address, date of birth (as applicable), taxpayer or other government identification number or other appropriate information that will allow the Escrow Agent to identify such party. The Escrow Agent may also ask to see each party's driver's license, passport or other identifying documents. For parties that are business or other legal entities, the Escrow Agent may require such documents as it deems necessary to confirm the legal existence of the entity.

[Signature Page Follows]

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

LONE STAR NATIONAL BANK, as Escrow Agent

By: _____
Name: Vanessa Ochoa
Title: FVP, Public Funds Management Liaison

VANGUARD ACADEMY

By: _____
Name: Dr. Marisol Rocha
Title: Superintendent

CITY OF MISSION

By: _____
Name: Norie Gonzalez Garza
Title: Mayor

SCHEDULE A

**Escrow Agent
Wire Instructions**

Lone Star National Bank
ABA: [____]
Account: [____]
Account Name: Vanguard Academy Escrow
Reference: []
Attention: [____]

SCHEDULE B

Escrow Agent Fee

LSNB will not assess any fees for the Escrow Account

SCHEDULE C

WRITTEN DIRECTION

[INSERT DATE]

Pursuant to that certain Escrow Agreement dated as of May 1, 2026, by and among Vanguard Academy (the "School"), City of Mission (the "City"), and Lone Star National Bank, a national banking association (the "Escrow Agent"), the undersigned hereby ~~School~~ hereby instructs the Escrow Agent to release funds from the Escrow Fund in accordance with the following instructions:

<p>\$ [_____] to the School:</p> <p>Wire Instructions:</p> <p>Account Name: _____</p> <p>Account Number: _____</p> <p>Bank Name: _____</p> <p>Bank ABA Number: _____</p> <p>Bank Address: _____</p> <p>For credit to: _____</p> <p>Special Instructions: _____</p> <p>Bank Check:</p> <p>Payee Name: _____</p> <p>Mailing Address: _____</p>	<p>\$ [_____] to the City:</p> <p>Wire Instructions:</p> <p>Account Name: _____</p> <p>Account Number: _____</p> <p>Bank Name: _____</p> <p>Bank ABA Number: _____</p> <p>Bank Address: _____</p> <p>For credit to: _____</p> <p>Special Instructions: _____</p> <p>Bank Check:</p> <p>Payee Name: _____</p> <p>Mailing Address: _____</p>
---	---

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

<p>VANGUARD ACADEMY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>CITY OF MISSION</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
--	---

SCALE: 1" = 50'

MILE 2 NORTH

PROP. STREET WIDENING

STEWART RD.

SPRING VALLEY DRIVE (PRIVATE)

20'x170' ADDTL R.O.W. —

LOYDE PEYTON OAKLEY
DOC. No.2979920 H.C.D.R.

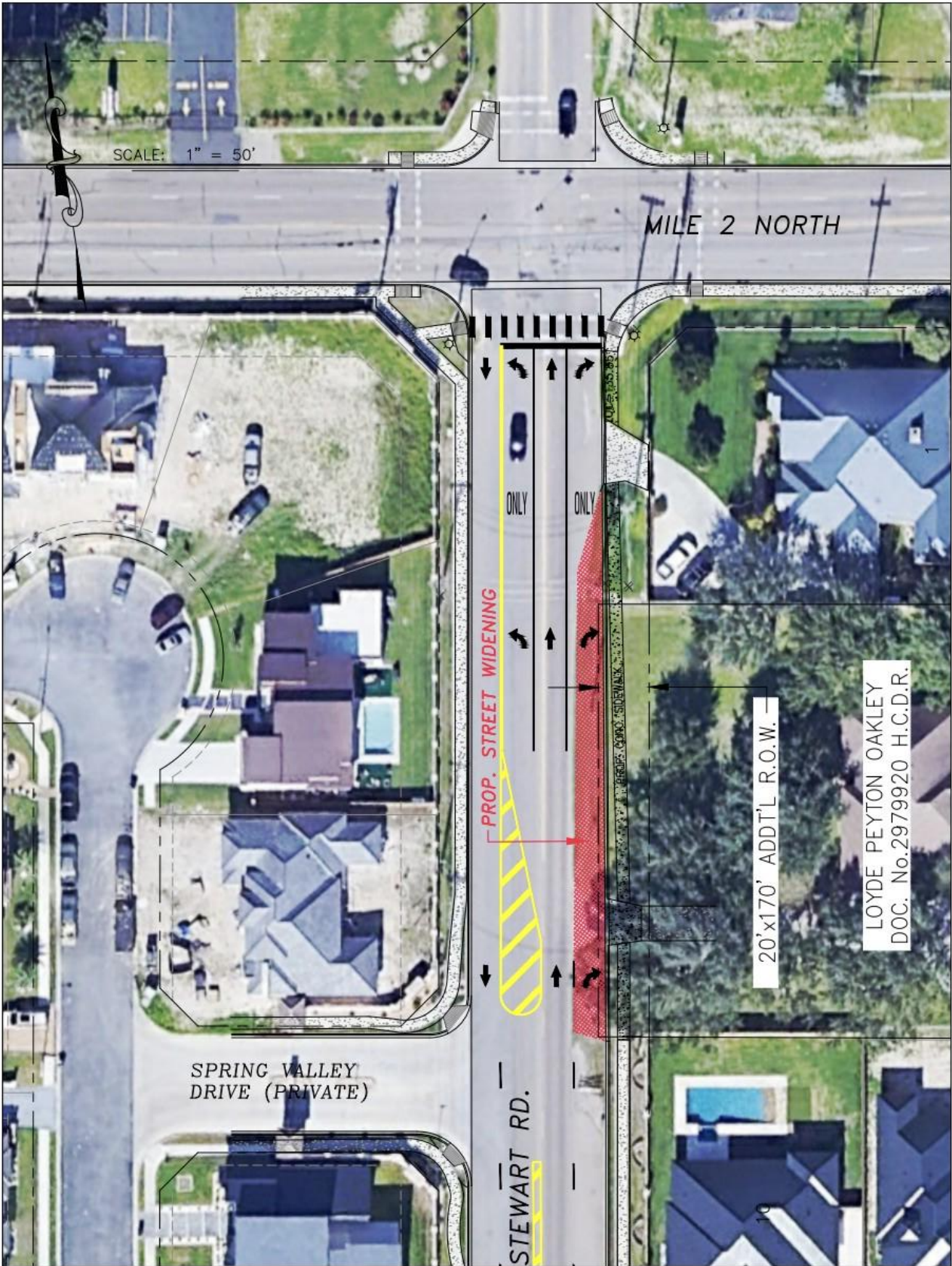


EXHIBIT C

**Preliminary Cost Estimate
Vanguard Academy Monet Campus
Steward Road Widening - Right Hand Turn Lane
Prepared By: Javier Hinojosa Engineering
January 27, 2026**

Stewart Road Street Widening

1. Unc. Excavation/Subgrade Prep	150	CY	@	\$10.00 =	\$1,500.00
2. 6" Lime Treated Subgrade	300	SY	@	\$5.00 =	\$1,500.00
3. Lime	5	TONS	@	\$400.00 =	\$1,800.00
4. 10" Flexible Base	300	SY	@	\$20.00 =	\$6,000.00
5. 3" Hot Mix Asphaltic Concrete	290	SY	@	\$25.00 =	\$7,250.00
6. 6" Curb & Gutter (24")	230	LF	@	\$25.00 =	\$5,750.00
7. Remove & Replace Concrete Driveway	30	SY	@	\$150.00 =	\$4,500.00
8. 5' Wide Concrete Sidewalk	230	LF	@	\$25.00 =	\$5,750.00
9. Remove & Replace 4' High Chain Link Fence	180	LF	@	\$50.00 =	\$9,000.00
10. "ONLY" White Thermoplastic Stripe	1	EA	@	\$800.00 =	\$800.00
11. "Arrow" White Thermoplastic Stripe	4	EA	@	\$800.00 =	\$3,200.00
12. 4" White Thermoplastic Stripe	160	LF	@	\$2.00 =	\$320.00

Subtotal Street Widening	=	\$47,370.00
Engineering Design Fee	:	\$5,000.00
Survey Parcel Fee	:	\$3,000.00
Material Testing Fee	:	\$2,000.00
City Inspection Fee	:	\$1,500.00
15% Contingency	:	\$7,105.50
TOTAL	:	\$65,975.50