REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this "Agreement"), effective as of ____________, 2026, is made by and between MISSION ECONOMIC DEVELOPMENT CORPORATION, a Texas Economic Development Corporation and governed by Texas Local Government Code chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act, (the "MEDC") acting by and through its governing body, the Board of Directors (the "MEDC Board"), , and THE CITY OF MISSION, TEXAS (the "City"), a Texas home-rule city.

RECITALS

WHEREAS, the City authorized the expenditure of funds for a Development Incentive Agreement (the "Development Agreement") approved by the City on August 12, 2020, for the purpose of providing an economic incentive (the "Incentive") to A-S 135 HWY 83-BRYAN RD., L.P., a Texas limited partnership ("Developer"), as thereafter amended; and

WHEREAS, the Board of Directors of MEDC has determined that it is in the best interests of MEDC to reimburse the City for a portion of the cost of the Incentive; and

WHEREAS, the MEDC as a Type B Corporation may provide funding for economic incentives pursuant to Chapter 505 of the Texas Local Government Code; and

WHEREAS, MEDC finds that such investment will improve the economy of the City for the benefit of the City and its residents.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits contained herein, the MEDC and the City contract and agree as follows:

ARTICLE 1
GENERAL TERMS

1.1 Definitions. The terms "Agreement," "City," "MEDC," and "MEDC Board," have the above meanings, and the following terms have the following meanings:

"Code" means the Texas Local Government Code, as amended.

"City Advances" means any funds advanced by the City pursuant to Section 6.1 of this Agreement.

"Developer" has the meaning assigned in the Recitals.

"Development Agreement" has the meaning assigned in the Recitals, a copy of which is attached hereto as **Exhibit "A"**.

"Party" or "Parties" means one or more of the MEDC, and the City, the parties to this Agreement.

"Incentive" has the meaning assigned in the Recitals.

"State" means the State of Texas.

1.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE 2
REPRESENTATIONS

2.1 Representations of the MEDC. The MEDC hereby represents to the City that:

(A) The MEDC is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry out the governmental functions and operations contemplated by this Agreement.

(B) The MEDC has the power, authority, and legal right to enter into and perform this Agreement and the execution, delivery, and performance hereof (a) have been duly authorized, (b) to the best of the MEDC's knowledge, will not violate any applicable judgment, order, law, or regulation, and (c) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the MEDC under any agreement or instrument to which the MEDC is a party or by which the MEDC or its assets may be bound or affected.

(C) The costs associated with the Incentive are eligible for reimbursement in accordance with the Code

(D) This Agreement has been duly authorized, executed, and delivered by the MEDC and, constitutes a legal, valid, and binding obligation of the MEDC, enforceable in accordance with its terms except to the extent that (a) the enforceability of such instrument may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (b) certain equitable remedies including specific performance may be unavailable.

(E) The execution, delivery, and performance of this Agreement by the MEDC do not require the consent or approval of any person which has not been obtained.

2.2 Representations of the City. The City hereby represents to the MEDC that:

(A) The City is duly authorized, created, and validly existing under the laws of the State of Texas.

(B) The City has the power, authority, and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery, and performance hereof (a) have been duly authorized, (b) will not, to the best of the City's knowledge, violate any judgment, order, law, or regulation applicable to the City or any provisions of the City's organizational documents, and (c) do not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

(C) The City will have sufficient capital to perform its obligations under this Agreement at the time it needs to have sufficient capital.

(D) This Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the City, enforceable in accordance with its terms except to the extent that (a) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (b) certain equitable remedies including specific performance may be unavailable.

ARTICLE 3
THE INCENTIVE

3.1 Incentive. The Development Agreement provides for the payment of an annual incentive by the City to the Developer (the "Payment") in an amount not to exceed **SEVEN MILLION AND NO/100THS DOLLARS ($7,000,000.00)** from the Sales Tax Revenue generated by the Project over a period not to exceed thirty (30) years. As used herein, the terms "Sales Tax Revenue", "Payment", and "Project" have the meaning assigned in the Development Agreement.

3.2 Reimbursement of Incentive by MEDC. The amount of the incentive to be reimbursed by MEDC under this Agreement shall be the twenty-five percent (25%) of the Payment to be paid to Developer each year during the term of the Development Agreement, not to exceed **ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS ($1,750,000.00)**, and shall not include interest.

ARTICLE 4
DUTIES AND RESPONSIBILITIES OF THE CITY

4.1 The City shall be responsible for complying with the terms of the Development Agreement and the payment of the Incentive to Developer. The City shall provide the MEDC with a summary of the portion of the Incentive for which the City seeks reimbursement along with evidence that all amounts owing to Developer have been paid in full (as evidenced by documentation satisfactory to MEDC). The City will document the expenditure of the Incentive to the MEDC as soon as practicable following payment thereof each year.

4.2 Cooperation. The City agrees that it will cooperate with the MEDC and will provide all necessary information to the MEDC to expedite reimbursement from MEDC.

ARTICLE 5
DUTIES AND RESPONSIBILITIES OF MEDC

5.1 Reimbursement by MEDC. The MEDC shall reimburse to the City the amount stated in Section 3.2, without interest, as described herein. The total for which the MEDC shall be responsible under the terms of this Agreement shall not exceed $1,750,000.00.

ARTICLE 6
DEFAULT

6.1. Default.

(A) If the MEDC does not perform its obligations hereunder in compliance with this Agreement in all material respects, in addition to the other rights given the City under this Agreement, the City may enforce specific performance of this Agreement or seek actual damages incurred by the City for any such default if such default is not cured within 30 days after receipt by the MEDC of a written notice of default (or such longer period as is reasonably necessary; provided that actions reasonably calculated to cure the default are being diligently pursued to completion).

(B) Force majeure. If force majeure prevents either Party hereto from performing any of its obligations under this Agreement, in whole or part, then the obligations of such Party, to the extent affected by such force majeure, shall be suspended during the continuance of any inability, provided that such Party is exercising due diligence to resume performance at the earliest practical time. As soon as reasonably possible after occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. The term "force majeure," as used herein, shall include, without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, direct orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, and any other inabilities of either Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, and which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be remedied with all reasonable dispatch, but shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

ARTICLE 7
GENERAL

7.1 Inspections. The City agrees to keep such operating records relating to the Incentive and the Development Agreement as may be required by the MEDC, or by state and federal law or regulation for a period not to exceed four years after completion, unless otherwise required by law. The City shall allow the MEDC reasonable access to documents and records in the City's possession, custody or control that the MEDC deems necessary to assist the MEDC in determining the City's compliance with this Agreement.

7.2 Personal Liability of Public Officials. To the extent permitted by state law, no director, officer, employee or agent of the MEDC, and no officer, employee, or agent of the City, shall be personally responsible for any liability arising under or growing out of the Agreement.

7.3 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed (certified, return receipt requested), or sent by facsimile transmission confirmed by mailing written confirmation at substantially the same time as such facsimile transmission, or personally delivered to an officer of the receiving Party at the following addresses:

If to the City:	City Manager City of Mission, Texas 1201 E. 8th Mission, Texas 78572
If to the MEDC:	Chief Executive Officer Mission Economic Development Corporation 801 N. Bryan Road Mission, Texas 78572

Each Party may change its address by supplying written notice to the other Party in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice sent by facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication delivered in person shall be deemed to be given when actually received by the MEDC or the City, as the case may be.

7.4 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the MEDC and the City. No course of dealing on the part of the City, nor any failure or delay by the City with respect to exercising any right, power or privilege of the City under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

7.5 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

7.6 Successors and Assigns. All covenants and agreements made herein by or on behalf of the MEDC shall bind its successors and assigns and shall inure to the benefit of the City and its successors and assigns. The MEDC may assign its rights and obligations under this Agreement or any interest herein, with the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.7 Exhibits; Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings in this Agreement are included only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties. Any reference herein to a Section or Subsection shall be considered a reference to such Section or Subsection of this

Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

7.8 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

7.9 Entire Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

7.10 Term. This Agreement shall be in force and effect from the date of execution hereof for a term expiring on the date the City Advances have been repaid in full.

7.11 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

7.12 Additional Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement, and to aid and assist each other in carrying out such terms, provisions, and intent.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Reimbursement Agreement to be duly executed as of the _____ day of ____________________, 2026.

MISSION ECONOMIC DEVELOPMENT CORPORATION

By: ____________________________________

TECLO J. GARCIA, CEO

CITY OF MISSION, TEXAS

By: ____________________________________

NORIE GONZALEZ-GARZA, Mayor