

FOURTH AMENDMENT TO REIMBURSEMENT AGREEMENT

This Fourth Amendment to Reimbursement Agreement (this “Amendment”), effective as of _____, 2024, is made by and between MISSION REDEVELOPMENT AUTHORITY (the “Authority”), a local government corporation created and organized under the provisions of the Texas Transportation Corporation Act, Chapter 431, Transportation Code, and authorized and approved by the City of Mission, Texas pursuant to Resolution No. 1021 adopted on November 26, 2001, acting by and through its governing body, the Board of Directors (the “Authority Board”), REINVESTMENT ZONE NUMBER ONE, CITY OF MISSION, TEXAS (the “TIRZ”), a tax increment reinvestment zone created by the City of Mission, Texas pursuant to Chapter 311, Texas Tax Code, as amended, acting by and through its governing body, the Board of Directors (the “TIRZ Board”), and THE CITY OF MISSION, TEXAS (the “City”), a Texas home-rule city.

RECITALS

WHEREAS, the Authority, the TIRZ and the City entered into that certain Reimbursement Agreement, as amended twice prior to this Amendment (the “Agreement”), relating to the financing and construction of a police and fire substation located at Military Road and Breyfogle Road (Scheurbach Road), more particularly described in the Agreement, for the benefit of the TIRZ; and

WHEREAS, the parties have determined to proceed with the police and fire station, but the costs of the project have changed substantially, and the parties wish to amend the Agreement for a third time to provide to provide for additional costs totaling \$585,902.80 for cost overruns; now therefore,

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

1. Recitals. The facts contained in the recitals to this Amendment are hereby found to be true and correct.
2. Definitions. Capitalized terms used in this Amendment shall have the meanings assigned to them in the Agreement, unless otherwise defined or the context clearly requires otherwise.
3. Amendment to the Agreement.
 - a. Section 3.2 of the Agreement is hereby amended to read in its entirety as follows:

“3.2 Project Costs. The Project Costs eligible under this Agreement shall be the City’s actual design and construction costs, plus various equipment and furniture, of the Public Improvements that are eligible for financing by the Authority under the Project and Financing Plan, not to exceed \$7,817,173.60, and shall not include interest.”

- b. Section 5.1 of the Agreement is hereby amended to change “\$7,231,270.80” to “\$7,817,173.60.”
 - c. Any references inconsistent with the Third Amendment to this Agreement are hereby confirmed as may be required to be consistent therewith.
4. Agreement in effect. Except as specifically provided herein, the Agreement remains in full force and effect as of its original date.

[EXECUTION PAGES FOLLOW]

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

MISSION REDEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

REINVESTMENT ZONE NUMBER ONE, CITY OF MISSION, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

CITY OF MISSION, TEXAS

Mayor

City Secretary

Approved as to form:

City Attorney