

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this "Agreement"), effective as of _____, 2022, 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, by Ordinance No. 2683, the City Council of the City of Mission, Texas (the "City Council") created the TIRZ, and appointed the TIRZ Board; and

WHEREAS, the TIRZ Board adopted a Project Plan and Reinvestment Zone Financing Plan (the "Project and Financing Plan"), and submitted the final Project and Financing Plan to the City Council for approval; and

WHEREAS, the City Council approved the Project and Financing Plan pursuant to Ordinance No. 2758; and

WHEREAS, the City authorized the creation of the Authority to aid, assist with, and act on behalf of the City in the performance of the City's governmental and proprietary functions with respect to the common good and general welfare of the City and its neighboring areas; and

WHEREAS, the City, the TIRZ, and the Authority entered into that certain Agreement dated August 12, 2003, and approved by the City pursuant to Ordinance No. 2768 (the "Mission Agreement"), pursuant to which the City and the TIRZ contracted with the Authority to administer the TIRZ and granted the Authority the power to engage in activities related to the acquisition and development of land, to construct and improve infrastructure in the City, to enter into development agreements with developers and/or builders in the City, and to issue, sell, or deliver bonds, notes, or other obligations in accordance with the terms of the Mission Agreement; and

WHEREAS, the Texas Tax Code provides that the TIRZ may enter into agreements as the TIRZ Board considers necessary or convenient to implement the Project and Financing Plan and to achieve its purposes; and

WHEREAS, the Board of Directors of the Authority and the TIRZ Board have determined that it is in the best interests of the TIRZ to contract with the City, in its capacity as a developer, to provide for the efficient and effective implementation of certain aspects of the Project and Financing Plan; and

WHEREAS, the City has determined that it will carry out and fund certain facilities known as the Terra Dorada Sanitary Sewer Improvements, more particularly described in this Agreement, for the benefit of the TIRZ; and

WHEREAS, the Authority intends, at the earliest feasible date, to exercise its authority under the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "Act"), and in accordance with applicable state law and with the Mission Agreement.

AGREEMENT

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:

ARTICLE 1 GENERAL TERMS

1.1 Definitions. The terms "Agreement," "Authority," "Authority Board," "City," "City Council," "TIRZ," "TIRZ Board," "Project and Financing Plan," and "Mission Agreement" have the above meanings, and the following terms have the following meanings:

"Act" means the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended.

"Authority Bonds" means the Authority's tax increment revenue bonds issued in one or more series pursuant to Article 6 of this Agreement.

"Available Tax Increment" shall mean funds in the Tax Increment Revenue Fund.

"City Tax Increment" means the Available Tax Increment generated from the TIRZ that is not otherwise committed to the reimbursement of a developer (other than the City), now or in the future.

"County" means Hidalgo County, Texas.

“City Advances” means any funds advanced by the City pursuant to Section 6.2 of this Agreement, expressly including, but not limited to, out-of-pocket expenses.

“Party” or “Parties” means one or more of the Authority, the TIRZ, and the City, the parties to this Agreement.

“Project Costs” means all costs relating to the planning, design, engineering, construction and installation of the Public Improvements.

“Public Improvements” means, collectively, the projects described in the Section 3.1, below.

“State” means the State of Texas.

“Tax Increment Revenue Fund” means the special fund established by the Authority and funded with payments made by the City and any other participating Taxing Units, pursuant to the Mission Agreement (which payments are attributable to increased ad valorem property taxes paid on the property within the TIRZ over the base year of 2001).

“Taxing Unit” means, individually and collectively, the City, the County, and any other taxing units that participate in the TIRZ.

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 Authority. The Authority hereby represents to the City that:

(A) The Authority 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 Authority 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 Authority’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 Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

(C) The Public Improvements and the Project Costs are components of or are consistent with the Project and Financing Plan, and the Project Costs are eligible for reimbursement in accordance with the Act to the best of the Authority's knowledge and belief.

(D) This Agreement has been duly authorized, executed, and delivered by the Authority and, constitutes a legal, valid, and binding obligation of the Authority, 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 Authority do not require the consent or approval of any person which has not been obtained.

(F) The Authority has an exemption from the payment of sales and use taxes pursuant to the statute under which the Authority was created.

(G) The Mission Agreement, approved by the City pursuant to Ordinance No. 2768, remains in full force and effect and has not been amended or supplemented since the date of its adoption and, to the best of the Authority's knowledge, no amendment of or supplement to Ordinance No. 2768 is contemplated by the Authority or the City Council.

2.2 Representations of the City. The City hereby represents to the Authority 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 PUBLIC IMPROVEMENTS

3.1 Public Improvements. The Public Improvements consist of the Terra Dorado Sanitary Sewer Improvements, to serve the area of the TIRZ, (the "Public Improvements"). The Parties acknowledge that the Public Improvements will be financed, designed, and constructed by the City and consistent with the terms of this Agreement.

3.2 Project Costs. The Project Costs eligible under this Agreement shall be the City's actual design and construction costs of the Public Improvements that are eligible for financing by the Authority under the Project and Financing Plan, not to exceed \$1,962,375, and shall not include interest.

ARTICLE 4 DUTIES AND RESPONSIBILITIES OF THE CITY

4.1 Construction and completion. The City shall cause the design and construct the Public Improvements, securing all necessary permits and approvals therefor, and complying with all applicable competitive bidding laws. The City will provide bid tabs and other information requested by the Authority to document the scope of the Public Improvements, and the costs thereof. Once the City has completed construction of the Public Improvements, the City shall provide the Authority with a final cost summary of all costs associated with such Public Improvements, certificates of Completion, and evidence that all amounts owing to contractors and subcontractors have been paid in full as evidenced by customary affidavits executed by such contractors. The City will document the extent of the Public Improvements to the Authority as soon as practicable following completion thereof.

4.2 Cooperation. The City agrees that it will cooperate with the Authority and will provide all necessary information to the Authority and its consultants in order to assist the Authority in complying with the Mission Agreement, including without limitation the completion of a reimbursement audit and construction audit required therein.

4.3 Sales Taxes. The Authority has an exemption from the payment of sales and use taxes pursuant to the statute under which the Authority was created. The Parties shall use reasonable efforts to ensure that the Public Improvements constructed by the City shall have the benefit of such exemption, and the Authority shall provide the City with such certificates or other documents within its control as the City may require to qualify for such exemption under applicable laws.

ARTICLE 5 DUTIES AND RESPONSIBILITIES OF THE AUTHORITY

5.1 Authority Contributions. The Authority shall reimburse to the City the Project Costs, without interest, in the amount of the actual eligible costs of the Public Improvements as described herein. The total, actual Project Costs of the Public Improvements for which the Authority shall be responsible under the terms of this Agreement shall not to exceed \$1,962,375. The Project Costs shall be financed and funded in accordance with Article 6 of this Agreement. In the event that any portion of the Public Improvements is determined by the Texas Attorney General or other authority with jurisdiction to be ineligible under the Act, the Project Costs shall be reduced by the amount of such ineligible Public Improvements. If the Authority has already repaid the City for such ineligible Public Improvements in accordance with this Agreement, the Parties agree that (a) the amount repaid by the Authority for such ineligible Public Improvements shall be offset against future repayments to the City by the Authority or (b) in the event that there are not future repayments to be made by the Authority, the City shall reimburse the Authority for such repayment within 30 days of receipt of an invoice from the Authority.

5.2 Project Costs. The Authority shall reimburse the Project Costs in accordance with this Agreement.

ARTICLE 6 PUBLIC IMPROVEMENTS FINANCING AND FUNDING

6.1 Repayment of City Advances. The Authority agrees to repay City Advances in accordance with this Article. The City will provide such aid and assistance to the Authority as may be reasonably requested by the Authority to facilitate such repayment, such assistance to include providing requested documentation, and executing certificates or other documentation as may be reasonably required by the

Authority, but which documentation shall not bind the City to any repayment obligations or other liabilities to bondholders or others.

6.2 City Advances.

(A) The City will advance sufficient funds for all costs comprising the Project Costs including, without limitation, all costs of design, engineering, materials, labor, construction, and inspection that arose or will arise in connection with the completed Public Improvements, including all payments arising under any contracts entered into by the City pursuant to this Agreement, all costs incurred in connection with obtaining governmental approvals, certificates, or permits (including any building permit fees) required as a part of any contracts entered into in accordance with this Agreement, all related legal fees and out-of-pocket expenses incurred in connection therewith.

(B) At such time as the Public Improvements are certified as complete, the Authority will reimburse eligible Project Costs from funds on hand, first from the capital project funds, then from the general fund with respect to any remaining amounts.

(C) The Authority shall use its best efforts to cause each Taxing Unit to collect all ad valorem taxes due on property located within the TIRZ and shall use its best efforts to cause such Taxing Units to deposit all tax increments due with the City for transfer to the Tax Increment Revenue Fund pursuant to the Mission Agreement.

ARTICLE 7
DEFAULT

7.1. Default.

(A) If the Authority 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 Authority 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) In the event the City completes the Public Improvements but does not otherwise perform its obligations hereunder in all material respects in substantial compliance with this Agreement, in addition to the other rights given to the Authority under this Agreement, the Authority may enforce specific performance or seek actual damages incurred for any such default if such default

is not cured within thirty (30) days after receipt by the City 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).

(C) 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 incapacities 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 8 GENERAL

8.1 Inspections, Audits. The City agrees to keep such operating records relating to the Public Improvements as may be required by the Authority, 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 Authority reasonable access to documents and records in the City's possession, custody or control that the Authority deems necessary to assist the Authority in determining the City's compliance with this Agreement.

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

8.3 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 Authority: Executive Director
 Mission Redevelopment Authority
 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 Authority or the City, as the case may be.

8.4 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 Authority 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.

8.5 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.

8.6 Successors and Assigns. All covenants and agreements made herein by or on behalf of the Authority shall bind its successors and assigns and shall inure to the benefit of the City and its successors and assigns. The Authority 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.

8.7 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.

8.8 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.

8.9 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.

8.10 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, but in no event later than the expiration of the TIRZ. If the Authority is dissolved prior to the expiration of the TIRZ, the Mission Agreement requires the City to make satisfactory arrangements to provide for the payment of the Authority's obligations to the City hereunder.

8.11 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.

8.12 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 _____, 2022.

MISSION REDEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

REDEVELOPMENT ZONE, CITY OF MISSION, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

CITY OF MISSION, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____