

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF TOMBALL AND THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION FOR THE CONSTRUCTION OF IMPROVEMENTS AND PAYMENT OF OBLIGATIONS ISSUED FOR IMPROVEMENTS TO THE SOUTH WASTEWATER TREATMENT PLANT

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND MONTGOMERY §

This First Amendment to the Agreement by and between the CITY OF TOMBALL, TEXAS (the “City”) and the TOMBALL ECONOMIC DEVELOPMENT CORPORATION (the “TEDC”) (collectively the “Parties,” and each individually a “Party”) is entered into as of the ____ day of _____, 2026, pursuant to the provisions of the Development Corporations Act, codified in Chapters 501 through 505 of the Texas Local Government Code (the “Act”).

RECITALS

WHEREAS, the City and the TEDC previously entered into agreements related to the funding and construction of certain public improvements, including those outlined in City Resolutions 2013-12, 2016-25, 2025-15-TEDC and which were included in the Agreement between the City and the TEDC, effective May 6, 2025 (the “Original Agreement”) to provide funding for infrastructure and improvements, including the South Wastewater Treatment Plant Expansion Project (the “Project”); and

WHEREAS, the Project constitutes a qualified project under the Act and has been previously approved by the City and TEDC after the appropriate notice and hearings were held; and

WHEREAS, the expected cost of constructing the Project has exceeded initial estimates and requires additional investment from the Parties to be successfully completed; and

WHEREAS, the Parties desire to formalize this First Amendment to the Agreement to facilitate the TEDC’s payment of increased costs in order to achieve the objectives of the Project.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the City and the TEDC agree as follows:

Section 1. Premises Incorporated. All the premises of this First Amendment contained in the Recitals above are hereby incorporated into this First Amendment.

Section 2. Exhibit C Amended. Exhibit C of the Original Agreement is hereby amended and replaced in its entirety by the **Exhibit C TEDC Debt Service Payment Schedule (First Amendment)**, which is attached hereto and incorporated herein.

Section 3. Entire Agreement and Conflict. This First Amendment, along with the Original Agreement, contains the entire agreement of the parties with respect to the matters contained herein and may not be modified, amended, or terminated except upon the provisions hereof or by the mutual written agreement of the Parties. In the event of conflict between this First Amendment and the Original Agreement, this First Amendment shall control.

Section 4. Consideration. This First Amendment is executed by the parties hereto without coercion or duress, and for substantial consideration, the sufficiency of which is hereby acknowledged.

Section 5. Counterparts. This First Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile or other electronic signature will also be deemed to constitute an original if properly executed.

Section 6. Savings/Severability. In case any one or more of the provisions contained in this First Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this First Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 7. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(signature page to follow)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

City Secretary

TOMBALL ECONOMIC
DEVELOPMENT CORPORATION

President, Board of Directors

ATTEST:

Secretary, Board of Directors

EXHIBIT C
TEDC DEBT SERVICE PAYMENT SCHEDULE (FIRST AMENDMENT)

YEAR	PAYMENTS OBLIGATED IN RES. 2013-12 SERIES 2013 BUSINESS PARK INFRASTRUCTURE	PAYMENTS OBLIGATED IN RES. 2016-25 SERIES 2016 MEDICAL COMPLEX DRIVE SECTION 4B & PERSIMMON ST.	SOUTH WASTEWATER TREATMENT PLANT EXPANSION	ANNUAL PAYMENT
2025	\$547,312.50	\$222,222.00	\$1,000,000	\$1,769,534.50
2026	\$548,412.50	\$222,222.00	\$1,500,000	\$2,270,634.50
2027	\$548,737.50	\$222,222.00	\$1,500,000	\$2,270,959.50
2028	\$548,275.00	\$222,222.00	\$1,500,000	\$2,270,497.00
2029	\$551,925.00	\$222,222.00	\$1,500,000	\$2,274,147.00
2030	\$549,056.25	\$222,222.00	\$1,500,000	\$2,271,278.25
2031	\$549,600.00	\$222,222.00	\$1,500,000	\$2,271,822
2032	\$549,075.00	\$222,222.00	\$1,500,000	\$2,271,297
2033	\$548,100.00	\$222,222.00	\$1,500,000	\$2,270,322
2034		\$222,222.00	\$1,500,000	\$1,722,222
2035		\$222,222.00	\$1,500,000	\$1,722,222
2036		\$222,222.00	\$1,500,000	\$1,722,222
2037		\$222,226.00	\$1,500,000	\$1,722,226
2038			\$1,500,000	\$1,500,000
2039			\$1,500,000	\$1,500,000
2040			\$1,500,000	\$1,500,000
2041			\$1,500,000	\$1,500,000
2042			\$1,500,000	\$1,500,000
2043			\$1,500,000	\$1,500,000
2044			\$1,500,000	\$1,500,000