CITY OF EAGLE PASS
AGENDA
CITY COUNCIL REGULAR MEETING
Council Chambers, City Hall
100 S. Monroe Street, Eagle Pass,
Maverick County, Texas
Tuesday, November 4, 2025 at 5:30 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ANNOUNCEMENTS

CITIZENS COMMUNICATIONS AND RECOGNITIONS

1. Proclamation recognizing Janella Hernandez, South Texas All Abilities Center PLE Director.

PUBLIC HEARING

2. Public Hearing to consider proposed assessments to be levied against assessable property within Improvement Area No. 1 of the Eagle Pass Public Improvement District No. 1, as required by and in compliance with Chapter 372, Texas Local Government Code, as amended.

3. Public Hearing to consider proposed assessments to be levied against assessable property within Improvement Area No. 2 of the Eagle Pass Public Improvement District No. 1, as required by and in compliance with Chapter 372, Texas Local Government Code, as amended.

MAYOR'S CONSENT AGENDA ANNOUNCEMENT

A Consent Agenda is contained in this meeting agenda. The consent agenda is designed to assist in making the meeting shorter and more efficient. Items left on the Consent Agenda may not be discussed when the Consent Agenda comes before the Council. If any Council Member wishes to discuss a Consent Agenda item, please tell me now and I will remove the Item form the Consent Agenda and place it in an appropriate place on the meeting agenda so it can be discussed when that item is taken up by the Council. Does any Council Member request removal of a Consent Agenda item?

CONSENT AGENDA ITEMS

4. Approval of minutes for the September 16, 2025, and October 14, 2025

meetings.

5. Third and final reading of an ordinance of the City of Eagle Pass, Texas, amending Chapter 27, Article VI, Section 27-211 of the Code of Ordinances by adding a Regional Stormwater Management Program, allowing developers to pay a fee in lieu of detention facilities, and establishing fees.

6. Third and final reading of an ordinance of the City of Eagle Pass, Texas, amending Chapter 14, by amending, Section 14-10 of the Code of Ordinances by adding provisions for multifamily properties with more than four residential units requiring a three cubic yard commercial container for said properties.

7. Third and final reading of an ordinance of the City of Eagle Pass, Texas, amending Chapter 26, Article VII, Section 26-183, subsection (3) of the Code of Ordinances by amending the commercial vehicle fees from $5.50 per axle to $6.50 per axle for trucks, and buses using the toll tag, from $6.00 per axle to $10.00 per axle for cash payments, establishing a $25.00 fee for tractors without a trailer, and establishing a penalty for insufficient funds.

8. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass, Texas declaring surplus personal property owned by the City as further described in Exhibit "A".

9. Consideration and possible action authorizing the purchase of two automated residential solid waste collection trucks from Rush Truck Centers, to replace Units 1005 and 1007 (2015 models) in an amount not to exceed $805,273.46.

10. Consideration and possible action authorizing the City Manager to execute an agreement with Ricardo Ramos Jr., for professional legal services as needed, in an amount not to exceed $60,000.00 for the 2025-2026 fiscal year.

ORDINANCE(S)

11. Consideration and possible approval of an ordinance of the City Council of the City of Eagle Pass, Texas accepting and approving assessment rolls and service and assessment plan for the Eagle Pass Public Improvement District No. 1; making a finding of special benefit to the property within the District; levying special assessments against, and establishing a lien on , such property; providing for the method of assessment and the payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended; providing penalties and interest on delinquent assessments; providing for severability; and providing an effective date.

12. Consideration and possible approval of an ordinance authorizing the issuance of the “City of Eagle Pass, Texas Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project)”; approving and authorizing an indenture of trust, a bond purchase

agreement, a limited offering memorandum, a continuing disclosure agreement and other agreements and documents in connection with said bonds; making findings with respect to the issuance of said bonds; and providing an effective date.

13. Consideration and possible approval of an ordinance authorizing the issuance of the “City of Eagle Pass, Texas Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project)”; approving and authorizing an indenture of trust, a bond purchase agreement, a limited offering memorandum, a continuing disclosure agreement and other agreements and documents in connection with said bonds; making findings with respect to the issuance of said bonds; and providing an effective date.

14. Consideration and possible approval of an ordinance of the City Council of the City of Eagle Pass, Texas approving a final tax increment reinvestment zone project and finance plan for Reinvestment Zone Number One, City of Eagle Pass, Texas; making certain findings; providing a severability clause; and providing for an immediate effective date.

15. Third and final reading of an ordinance of the City of Eagle Pass, Texas, amending Chapter 26, Article VII, Section 26-183 (2) of the Code of Ordinances by amending the non-commercial vehicle toll rate of $2.00 per axel, or $4.00 per vehicle for express card or toll tag users, and $2.00 per axle to $2.50 per axel, or from $4.00 per vehicle to $5.00 per vehicle for cash payments.

RESOLUTION(S)

16. Consideration and possible approval of a Resolution authorizing the City of Eagle Pass’s execution of and entering into multiple agreements regarding the development of Eagle Pass Public Improvement District No. 1, including financing agreements, a TIRZ reimbursement agreement, a maintenance agreement and a landowner agreement; resolving other matters in connection with the foregoing, and providing an effective date.

17. Consideration and possible approval of a Resolution of the City Council of the City of Eagle Pass, Texas, Amending the Purchasing Policy to Reflect the September 1, 2025 Amendments to Chapter 252, Texas Local Government Code.

OTHER BUSINESS

18. Presentation on Lyte Fiber for an upcoming investment and construction project.

19. Presentation and possible adoption of the City of Eagle Pass Thoroughfare

Plan.

20. Presentation and possible action of the Core Messaging Deliverables for The City of Eagle Pass branding.

21. Consideration and possible action on awarding/rejection of Request for Proposal (RFP) #2025-035 City of Eagle Pass Union Pacific Railroad Quiet Zone and authorize the City Manager to negotiate and execute contract.

22. Consideration and possible action on awarding/ rejection of Request for Application (RFA) #2025-030 City of Eagle Pass Depository Services and authorize the City Manager to negotiate and execute the contract.

23. Consideration and possible action on awarding/rejection of Request for Qualifications (RFQ) Professional Consulting Services for Safe Streets for All (SS4A) Safety Action Plan and authorize the City Manager to negotiate and execute the contract.

24. Consideration and possible approval allowing the City Manager to execute a three-year agreement with Granicus for an online system that will allow the Community Development Department to receive and process permits electronically, for an amount not to exceed $102,100.00.

EXECUTIVE SESSION

The City Council reserves the right to adjourn into executive session at any time during this meeting to discuss any posted agenda item when authorized by Texas Government Code, Chapter 551, Subchapter D, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551 .076 (Deliberations about Security Devices), and/or 551.087 (Economic Development). Following a closed session, the open meeting will reconvene at which time action, if any, may be taken.

25. Executive Session pursuant to the Texas Government Code, Chapter 551, Section 551.071 discussion, and possible action regarding City of Eagle Pass pursuing possible legal action against Martinez, Rosario, and Company, LLP, and any other matters incident thereto.

26. Executive Session pursuant to the Texas Government Code, Chapter 551, Section 551.071 discussion, and possible action regarding Ordinance 2020-22 and possible change of rate of gross revenue payments to the City of Eagle Pass by the City of Eagle Pass Water Works System.

27. Executive Session pursuant to the Texas Government Code, Chapter 551, Section 551.071 discussion, and possible action regarding an agreement between the City of Eagle Pass and Eagle Pass Independent School District regarding the usage of the City of Eagle Pass Golf Course.

ADJOURNMENT

Entrance and parking spaces for disabled persons are available in front of City Hall.

Once convened, the City Council will take up the following items in any order during the meeting but no sooner than the designated times. Meetings are broadcast live on the Official City Eagle Pass, Texas Facebook Page.

CERTIFICATION

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Council of the City of Eagle Pass is true and correct copy of said notice and was posted on the bulletin board located in the lobby at City Hall in a convenient place to the public, 100 South Monroe Street, Eagle Pass, Texas, and said notice was posted the 29th day of October at 5:00 p.m., which is more than three (3) business days prior to the scheduled meeting on the 4th of November 2025.

Erika Rodriguez
City Secretary

ORDINANCE NO. ________

AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS, AMENDING CHAPTER 27, ARTICLE VI, SECTION 27-204 OF THE CODE OF ORDINANCES BY INCREASING THE STORMWATER UTILITY DRAINAGE FEE FOR RESIDENTIAL UNITS FROM $5.00 TO $10.00, AND COMMERCIAL UNITS FROM $8.00 TO $16.00; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Pass is responsible for protecting public health, safety, and welfare by managing stormwater runoff and reducing the risk of flooding;

WHEREAS, the City maintains a stormwater drainage system that requires ongoing operation, maintenance, and capital improvements to ensure reliable service and compliance with state and federal regulations;

WHEREAS, the costs of maintaining and improving stormwater infrastructure have increased due to rising construction, material, and regulatory compliance expenses;

WHEREAS, the current stormwater drainage utility fee structure no longer generates sufficient revenue to meet the operational and long-term capital needs of the system;

WHEREAS, it is equitable and reasonable that both residential and commercial properties contribute to the costs of stormwater management in proportion to their use and impact on the drainage system; and

WHEREAS, the City Council finds that adjusting the stormwater drainage utility fee is necessary to ensure adequate funding for operations, maintenance, regulatory compliance, and future system improvements that benefit the entire community.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS THAT:

Section 1. The City of Eagle Pass Code of Ordinances, ***Chapter 27***, ***Article VI, Section 27-204***, is hereby amended as follows:

Sec. 27-204. Stormwater drainage utility fee.

There is hereby imposed on each and every developed lot or parcel of land within the city, and the residents thereof, a stormwater drainage utility fee which shall be deposited in the city's stormwater drainage utility fund to pay for the creation, operation, planning, engineering, inspection, construction, repair, maintenance, improvement, reconstruction administration and financing of stormwater drainage utility services of the city. Fees shall be imposed and collected on each and every developed lot or parcel of land within the city limits as follows:

[~~Residential units, per month $5.00~~

~~Non-residential properties classified as B-1, B-2, I, and F under the City of Eagle Pass Zoning Ordinance, which measure less than one (1) acre including, but not limited to, commercial and industrial properties, per month $8.00~~

~~Non-residential properties classified as B-1, B-2, I, and F under the City of Eagle Pass Zoning Ordinance, which measure one (1) acre or more including, but not limited to, commercial and industrial properties, per month per acre $8.00~~]

Type of Development	***Monthly Fee***
Residential Unit	***$10.00***
Non-Residential properties, less than acre	***$16.00***
Non-Residential properties, over an acre	***$16.00 per acre***

Non-residential properties are properties classified as B-1, B-2,B-3, I, and F under the City of Eagle Pass Zoning Ordinance.

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Eagle Pass, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. This Ordinance shall become effective immediately upon publication.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS___DAY OF____________________________2025.

AARON E. VALDEZ
MAYOR

ATTESTED:

ERIKA RODRIGUEZ
CITY SECRETARY

APPROVED AS TO FORM:

ANA SOPHIA GARCIA
CITY ATTORNEY

ORDINANCE NO. ________

AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS, AMENDING CHAPTER 14, BY AMENDING, SECTION 14-10 OF THE CODE OF ORDINANCES BY ADDING PROVISIONS FOR MULTIFAMILY PROPERTIES WITH MORE THAN FOUR RESIDENTIAL UNITS REQUIRING A THREE CUBIC YARD COMMERCIAL CONTAINER FOR SAID PROPERTIES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Public Works Department, Solid Waste Division wishes to clarify residential collections for multifamily dwellings; and

WHEREAS, the City of Eagle Pass City Council wishes to improve pedestrian safety and protect public health; and

WHEREAS, multifamily dwellings with more than 4 units shall be required to utilize a three yard commercial container for solid waste collection.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS THAT:

Section 1. The City of Eagle Pass Code of Ordinances, ***Chapter 14***, ***Section 14-10, Subsections 1.A. i. and 1. B. i.*** are hereby amended as follows:

Sec. 14-10. Schedule of rates/fees.

1. Service fee for residential properties and multifamily dwellings shall be as follows:

A. City residents within corporate limits.

i. A monthly garbage collection fee (service fee) of twenty dollars ($20.00) will be charged to individual residences inside the city limits. This service fee will apply to each and every residential unit, regardless of the type of residential structure. In the case of multifamily structures, each residential unit therein will be charged the residential garbage collection fee of twenty dollars ($20.00). If a customer requires more than one (1) refuse collection cart, an additional cart may be requested for a fee of thirteen dollars and fifty cents ($13.50) per month. ***Any multifamily structure within city limits with more than four (4) dwelling units, or any such property requesting or assigned more than four (4) ninety-six (96)***

gallon refuse collection carts, shall instead be required to utilize a three (3) cubic yard commercial container for solid waste collection.

B. *County residents (outside corporate city limits).* This section applies if there is an interlocal agreement with the county to provide collection service. Alternatively, county residents and the city may agree to the terms provide collection service.

i. A monthly garbage collection fee (service fee) of twenty-five dollars ($25.00) per month shall be charged to individual residences outside city limits but within the County of Maverick. This service fee will apply to each and every residential unit, regardless of the type of residential structure. If a customer requires more than one (1) refuse collection card, an additional cart may be requested for a fee of sixteen dollars and fifty cents ($16.50) per month. In the case of multifamily structures, each residential unit therein will be charged the residential garbage collection fee of twenty-five dollars ($25.00) per month. ***Any property outside city limits but within the County of Maverick that contains more than four (4) residential units, or any such property requesting or assigned more than four (4) ninety-six (96) gallon refuse collection carts, shall instead be required to utilize a three (3) cubic yard commercial container for solid waste collection.***

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Eagle Pass, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. This Ordinance shall become effective immediately upon publication.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS___DAY OF_____________________________2025.

____

AARON E. VALDEZ
MAYOR

ATTESTED:

ERIKA RODRIGUEZ
CITY SECRETARY

APPROVED AS TO FORM:

ANA SOPHIA GARCIA
CITY ATTORNEY

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS, AMENDING CHAPTER 26, ARTICLE VII, SECTION 26-183, SUBSECTION (3) OF THE CODE OF ORDINANCES BY AMENDING THE COMMERCIAL VEHICLE FEES FROM $5.50 PER AXLE TO $7.00 PER AXLE FOR TRUCKS, AND BUSES USING THE TOLL TAG, FROM $6.00 PER AXLE TO $10.00 PER AXLE FOR CASH PAYMENTS, ESTABLISHING A $25.00 FEE FOR TRACTORS WITHOUT A TRAILER, AND ESTABLISHING A PENALTY FOR INSUFFICIENT FUNDS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Eagle Pass desires to ensure the continued maintenance, operation, and expansion of bridge infrastructure and related services to accommodate growing commercial traffic; and

WHEREAS, the City Council finds it necessary to revise and update commercial vehicle toll rates to reflect increased operational and maintenance costs, promote the use of the toll tag system, and provide a fair and efficient fee structure; and

WHEREAS, the City Council further finds that establishing a fee for tractors without trailers and a penalty for insufficient funds will improve administrative efficiency and equitable cost recovery; and

WHEREAS, the City Council finds that adoption of this Ordinance serves a valid public purpose and is in the best interest of the citizens of Eagle Pass.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS THAT:

Section 1. The City of Eagle Pass Code of Ordinances, ***Chapter 26***, ***Article VII, Section 26-183***, is hereby amended as follows:

(3) Commercial vehicles—empty or loaded:

[~~Trucks (including flatbed single/dual tires)$5.50/axle~~
~~Buses$5.50/axle~~
~~Cash (upon toll tag integration)~~
~~Trucks (including flatbed single/dual tires)$6.00/axle~~
~~Buses$6.00/axle~~]

Express Card/ Toll Tag Payments	
Trucks including flatbed single/dual tires	***$6.50 per axle***
Buses	***$6.50 per axle***
Cash Payments	
Trucks including flatbed single/dual tires	***$10.00 per axle***
Buses	***$10.00 per axle***
Other Fees	
Tractor Trailer (no trailer)	***$25.00 per axle***
Insufficient Funds Fee	***$10.00 per occurrence***

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Eagle Pass, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. This Ordinance shall become effective November 10, 2025.

READ, PASSED, AND APPROVED ON FIRST READING on this 14th Day of October, A.D., 2025.

ATTEST:

__________________________	__________________________
Aaron Valdez Mayor	Erika Rodriguez City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

READ, PASSED, AND APPROVED ON SECOND READING, this 21st Day of October, A.D., 2025.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

READ, PASSED, AND APPROVED ON THIRD AND FINAL READING this 4th Day of November A.D., 2025.

ATTEST:

Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

APPROVED AS TO FORM AND LEGALITY:

Ana S. Garcia
City Attorney

Exhibit "A"

CITY OF EAGLE PASS
DEPARTMENTAL SURPLUS EQUIPMENT

Department: Old Police Department Building

UNIT #	MODEL	MAKE	YEAR	QTY	TYPE/DESCRIPTION	ID/SERIAL #	Comments
				3	A/C Mini-splits		Unknow condition
				3	A/C Window units		Unknow condition
				4	Book Cases		
				1	Book Steel		
				129	Chairs (assorted)		
					Computer hardware		
				10	Computer Monitor		Unknow condition
					Cubicle set		
				29	Desks (assorted)		
				3	Desktop Computers		Unknow condition
				2	Doors		
				6	File Cabinets- 2 drawer (steel)		
				14	File Cabinets- 4 drawer (steel)		
				3	File cabinets, 2-drawer (wood)		
				4	Folding chairs		
				1	Grass Edger		
				1	HP Printer		
				2	Leaf Blowers- gas		
				1	Locker cabinet		
				3	Mail Sorting Cabinet		
				1	Metal rack		
				1	Microwave		Unknow condition
				2	Monitor Stands		
				1	Pedestal Fan		Non-usable
				1	Safe		
				1	TV - old style		Unknow condition
				1	TV 65"		Unknow condition
				1	Weed Eater- gas		Unknow condition
				2	Wood Shelves		
				3	Vacuums		Non-usable

RESOLUTION NO. 2025- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS DECLARING SURPLUS PERSONAL PROPERTY OWNED BY THE CITY AS FURTHER DESCRIBED IN EXHIBIT "A"

WHEREAS, the City of Eagle Pass finds that certain property owned by the City of Eagle Pass and more particularly described and listed in the attached lists marked as "Exhibit A", is of no further use or benefit to the City; and

WHEREAS, the City Council of the City of Eagle Pass finds that it would be in the best interest of the City to declare such property as being surplus property which should be disposed of at the earliest possible date; and

WHEREAS, State laws are silent as to the method of disposing of surplus property and a need exists to authorize and direct the City Manager to dispose of the same.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, that:

SECTION 1. The property described in the attached lists marked as "Exhibit A" be and it is hereby declared surplus.

SECTION 2. The City Manager is hereby authorized and directed to dispose of the property described in the attached lists marked as "Exhibit A", by the sale of the same either privately or publicly, upon the best terms and conditions that he as City Manager deems to be in the best interest of the City.

SECTION 3. The City Manager is hereby authorized and directed to execute and deliver in the name of the City of Eagle Pass, all documents, registration certificates and other papers reasonably necessary to effectuate said sale of said property.

READ, PASSED, AND APPROVED this 4th Day of November, A.D., 2025.

ATTEST:

______________________	______________________
Aaron Valdez	Erika Rodriguez
Mayor	City Secretary

MEETING DATE:	SUBJECT OF DELIBERATION:
11/4/2025	Consideration and possible action authorizing the purchase of two automated residential solid waste collection trucks from Rush Truck Centers, to replace Units 1005 and 1007 (2015 models) in an amount not to exceed $805,273.46.
REQUESTED BY:	DEPARTMENT SOURCE:
	Public Works-Waste Mgmt.

BACKGROUND/PREVIOUS ACTION:

n/a

COST:	BUDGETED or FUNDING SOURCE?:
$805,273.46 ($402,436.73 each truck)	Capital replacement account of the garbage and refuse collection service.

RECOMMENDATION FROM DEPARTMENT DIRECTOR:

It is recommended to approve the purchase utilizing **$805,273.46** from Rush Truck Center, which is on a state approved Buyboard Purchasing Cooperative, available **$2,438,490.19** in the Solid Waste Capital Account, leaving a sufficient balance to maintain future capital needs. This action complies with the ordinance requiring a **minimum monthly contribution of $30,000** to the Solid Waste Capital Replacement Fund for garbage and refuse collection services.

FINANCE DIRECTOR'S COMMENTS:

n/a

CITY MANAGER'S COMMENTS:

n/a

LEGAL COUNSEL COMMENTS:

n/a

ATTACHMENTS:

None

SUGGESTED MOTION:

approve

Note: The Service and Assessment Plan is attached hereto as Exhibit A. To view or obtain a copy of the Service and Assessment Plan and any updates thereto, please contact the City Secretary at: 100 South Monroe, Eagle Pass, TX 78852; (telephone: 830.773.1111).

ORDINANCE NO. ___________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS ACCEPTING AND APPROVING ASSESSMENT ROLLS AND SERVICE AND ASSESSMENT PLAN FOR THE EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY WITHIN THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST, AND ESTABLISHING A LIEN ON, SUCH PROPERTY; PROVIDING FOR THE METHODS OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Eagle Pass, Texas (the *City*) recognizes the importance of its continued role in local economic development and the protection of the health, safety, and welfare of its inhabitants; and

WHEREAS, the City's City Council (the *City Council*) is authorized by the Public Improvement District Assessment Act, codified at Chapter 372, as amended, Texas Local Government Code (the *PID Act*), to create public improvement districts within the City; and

WHEREAS, on February 2, 2023, a petition (the *Petition*) was submitted and filed with the City, whereupon it was delivered to the City Secretary, requesting the creation of a public improvement district upon a defined, contiguous area of property within the City and in such Petition identified (the *Property*); and

WHEREAS, the Petition contained the signatures of Property owners (i) representing more than fifty percent of the appraised value of such Property that is also taxable real property to be liable for assessment within the hereinafter-defined District, as determined by the then-current ad valorem tax rolls of San Patricio County Appraisal District and (ii) constituting more than fifty percent of the area of all taxable property within the District to be liable for such assessment; and

WHEREAS, on August 15, 2023, the City adopted a resolution accepting the Petition and finding it administratively complete in accordance with the PID Act, calling a public hearing to consider the creation of the District, and directing the City Secretary to publish and mail notice of such hearing as required by the PID Act (together, *the Creation Hearing Notice*); and

WHEREAS, on September 26, 2023, after provision of Creation Hearing Notice in accordance with and as required by the PID Act, the City Council convened a public hearing concerning the advisability of the public improvements and services described in the Petition (being, primarily, the Authorized Improvements identified in the hereinafter-defined Service and

Assessment Plan) and closed such public hearing on November 7, 2023, at which hearing owners of Property testified in favor of, and no parties testified against, the District's creation; and

WHEREAS, on November 7, 2023, the City Council, in accordance with its finding as to the advisability of the Authorized Improvements, adopted Resolution No. 2023-54R (the *Creation Resolution*) authorizing and creating the Eagle Pass Public Improvement District No. 1 (the *District*) and therein made findings relative to such creation referenced above, all as required by and in accordance with the provisions of the PID Act (including, specifically, Section 372.009 thereof); and

WHEREAS, not later than the seventh day after the date the City Council adopted Creation Resolution, the City filed a copy of the Creation Resolution with the County Clerk of Maverick County, being the county in which the entirety of the District is located; and

WHEREAS, no protests (written or otherwise) from any party, including from any owners of record of Property within the District, regarding the District's creation were filed with the City Secretary or otherwise delivered or made aware to the City Council; and

WHEREAS, on October 14, 2025, the Council, by the adoption of a resolution, made findings and determinations relating to the Actual Costs of certain Authorized Improvements, received and accepted a preliminary service and assessment plan and proposed assessment rolls for Improvement Area #1 (as defined in the Service and Assessment Plan) and Improvement Area #2 (as defined in the Service and Assessment Plan), called public hearings for November 4, 2025 to consider proposed assessments (collectively, the *Assessment Hearing*) and directed City staff to (i) file said proposed assessment rolls with the City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act, (ii) publish notice as required by Section 372.016(b) of the PID Act relating to the Assessment Hearing, and (iii) mail notice of the Assessment Hearing to the last known address of the owners of the property liable for the assessments; and

WHEREAS, the City Secretary filed the proposed Assessment Rolls (defined below) and made the same available for public inspection during its normal business hours, continuously from such date of filing; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed or caused to be mailed the notice of the Assessment Hearing to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published or caused to be published the notice of the Assessment Hearing on October 23, 2025 in the Eagle Pass News Gram; and

WHEREAS, the City Council convened the Assessment Hearing on November 4, 2025, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Rolls, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the authorized public improvements to be undertaken for the benefit of Property within the District (the *Authorized Improvements*), the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS¸ the owners of 100% of the Property subject to the proposed assessment within the District (the *Landowners*) had actual knowledge of the Assessment Hearing; and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary or to the City Council in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Authorized Improvements as described in the Service and Assessment Plan, the hereinafter-defined Assessment Rolls, and the levy of the Assessments; and

WHEREAS, the City Council closed the Assessment Hearing on November 4, 2025, and after considering all written and documentary evidence presented at the Assessment Hearing (including all written comments and statements theretofore or thereafter filed with the City Council), determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds and determines that the Assessment Roll and the Eagle Pass Public Improvement District No. 1 Service and Assessment Plan, dated November 4, 2025 (the *Service and Assessment Plan*) attached hereto as Exhibit A and incorporated as a part of this Ordinance for all purposes, should be approved and that the Assessments for Improvement Area #1 and Improvement Area #2 should be levied as provided in this Ordinance and the Service and Assessment Plan, including the Assessment Rolls attached thereto as Exhibit F-1 and Exhibit G-1 (the *Assessment Rolls*); and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS:

SECTION 1: Findings. The City Council hereby finds, determines, and ordains as follows:

(a) All actions of the City in connection with the creation and establishment of the District and the approval of this Ordinance (i) have been taken and performed in compliance with the PID Act and all other applicable laws, policies, and procedures; (ii) have been taken and performed in a regular, proper and valid manners; and (iii) are approved and ratified;

(b) The City Council hereby accepts and approves the Service and Assessment Plan, which is intended to be read in conjunction with and as an extension (and not in conflict with or to supersede or substitute any part) of this Ordinance;

(c) The apportionment of the Actual Costs of the Authorized Improvements, including the Administrative Expenses (as reflected in the Service and Assessment Plan), is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel will receive from the construction of the Authorized Improvements identified in the Service and Assessment Plan, and is hereby approved

(d) All of the Assessed Property being assessed in the amounts shown on the Assessment Rolls will be benefited by the Authorized Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed Parcel of Assessed Property will receive special benefits equal to or greater than the total amount assessed for the Authorized Improvements;

(e) The method of apportionment of the Actual Costs of the Authorized Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Authorized Improvements and Administrative Expenses on property within the District similarly benefited, and results in a reasonable classification and formula for the apportionment of such Actual Costs;

(f) The Assessment Rolls should be approved; and

(g) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments have been approved in the SAP Ordinance and, as the City Council found in the SAP Ordinance, will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for the area within the District

SECTION 2: <u>Assessment Rolls</u>. The Assessment Rolls are hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Assessment Rolls of the District for all purposes.

SECTION 3: <u>Levy and Payment of Assessments for Costs of the Authorized Improvements</u>

(a) The City Council hereby levies the Assessments on each Parcel of property (excluding Non-Benefitted Property) located within the District, as shown and described in the Service and Assessment Plan and the Assessment Rolls, in the respective amounts shown in the Service and Assessment Plan as a special assessment as set forth in the Assessment Rolls.

(b) The levy of the Assessments shall be effective on the date of execution of this Ordinance levying Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be prepaid in whole or in part at any time without penalty or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

SECTION 4: Method of Assessment. The method of apportioning the Actual Costs of the Authorized Improvements and Administrative Expenses are set forth in the Service and Assessment Plan, which method and resultant apportionment is hereby approved.

SECTION 5: Penalties and Interest on Delinquent Assessments. Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

SECTION 6: Lien Priority. The City Council and the Landowners intend for the obligations, covenants and burdens on the Assessed Property, including (without limitation) such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the assessed parties, as the owners of Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns, regardless of whether such owners are named, in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

SECTION 7: Applicability of Tax Code. To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code, as amended, shall be applicable to the imposition and collection of Assessments by the City.

SECTION 8: Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Assessment Rolls, to be recorded in the real property records of Maverick County, Texas. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

SECTION 9: Definition of Certain Terms. Capitalized terms used, but nor defined, herein shall have the respective meanings ascribed thereto in the Service and Assessment Plan.

SECTION 10: Incorporation of Preamble. The recitals contained in the preamble hereof are hereby found to be true and correct; and such recitals are hereby incorporated by reference and made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council acting in its discretionary, legislative capacity.

SECTION 11: Repeal of Conflicting Actions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance, are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 12: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 13: Severability. If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 14: Open Meeting. The City Council hereby officially finds, determines, and declares that the meeting at which this Ordinance is adopted was open to the public, and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 15: Effective Date. This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

PASSED AND ADOPTED on the 4th day of November, 2025.

CITY OF EAGLE PASS, TEXAS

____
Mayor

ATTEST:

____
City Secretary

(CITY SEAL)

STATE OF TEXAS §
§
COUNTY OF MAVERICK §

This instrument was acknowledged before me on the 4th day of November, 2025 by Aaron Valdez, Mayor, and Erika Rodriguez, City Secretary on behalf of the City of Eagle Pass, Texas.

Given under my hand and official seal of office this ____ day of November, 2025.

____
Notary Public, State of Texas

EXHIBIT A

Service and Assessment Plan

Note: The Service and Assessment Plan is attached hereto. To view or obtain a copy of the Service and Assessment Plan and any updates thereto, please contact the City Secretary at: 100 South Monroe, Eagle Pass, TX 78852; (telephone: 830.773.1111).

ORDINANCE NO. ________

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF EAGLE PASS, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #1 PROJECT)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH SAID BONDS; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SAID BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Eagle Pass, Texas (the *City*), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, has previously established the Eagle Pass Public Improvement District No. 1 (the *District*); and

WHEREAS, pursuant to the PID Act, the City's City Council (the *City Council*) published notice of the assessment hearing in a newspaper of general circulation in the City, and held a public hearing that convened and recessed on November 4, 2025, regarding the levy of special assessments within the District, and on said date, the City Council adopted an Ordinance levying such special assessments on Assessed Property within the District and approving and accepting the Eagle Pass Public Improvement District No. 1 Service and Assessment Plan, dated November 4, 2025 relating to the District (the *Assessment and SAP Ordinance*); and

WHEREAS, the City Council has found and determined that it is in the best interests of the City to issue its bonds to be designated "City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project)" (the *Bonds*), such Bonds to be payable from and secured by the Trust Estate, which consists primarily of the Pledged Revenues; and

WHEREAS, the City is authorized by the PID Act to issue the Bonds for the purpose of (i) paying Actual Costs of Authorized Improvements, (ii) paying interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds; and

WHEREAS, the City Council has found and determined to approve (i) the issuance of the Bonds to finance certain of the Actual Costs of Authorized Improvements, (ii) the form, terms and provisions of the Indenture securing the Bonds authorized hereby, (iii) the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the Underwriter (defined below), (iv) a Limited Offering Memorandum (defined below), and (v) a Continuing Disclosure Agreement (defined below); and

WHEREAS, the City Council has determined that adoption of this Ordinance authorizing the issuance of the Bonds and ordaining other matters herein described is in the best interests of the residents of the City; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, THAT:

SECTION 1: Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of $__________ for the purpose of (i) paying Actual Costs of Authorized Improvements, (ii) paying interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the *Indenture*), dated as of November 1, 2025, between the City and BOKF, NA, Dallas, Texas, as trustee (the *Trustee*), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor, Mayor Pro Tem, or City Manager of the City (each, a *City Representative*), such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as Exhibit A, and hereby incorporated by reference herein as a part hereof for all purposes. Each City Representative is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the City Representative.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amount or amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture, with such insertions, omissions and modifications as may be required to conform the form of Bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Trust Estate, including the Pledged Revenues, and shall never be payable from ad valorem taxes or any other funds or revenues of the City.

SECTION 2: Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to Jefferies LLC (the *Underwriter*) at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement, dated the date hereof, between the City and the Underwriter, attached hereto as Exhibit B (which Indenture is hereby incorporated by reference herein as a part hereof for all purposes), the terms of sale of such Bonds being hereby declared to be in the best interest of the City. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved and each City Representative is hereby authorized and directed to execute and deliver the Bond Purchase Agreement. A City Representative's signature on the Bond Purchase Agreement may be attested to by the City Secretary.

SECTION 3: Limited Offering Memorandum. The form and substance of the final Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto (the *Limited Offering Memorandum*) presented to and considered at the meeting at which this Ordinance is considered is hereby approved and adopted in all respects. The Limited Offering Memorandum, with such appropriate variations as shall be approved by a City Representative and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum (as defined in the Bond Purchase Agreement) and the Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed. The City Council deems the Preliminary Limited Offering Memorandum final, within the meaning of Rule 15c2-12 issued by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 (the *Rule*), as of its date, except for the omission of information specified in Section (b)(1) of the Rule, as permitted by Section (b)(1) of the Rule. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the City Council, the City Council is not responsible for and proclaims no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum pertaining to the District, Empire Industrial Park, LLC, a Texas limited liability company (the *Developer*) or its financial ability, any builders, any landowners or the appraisal of the property in the District.

SECTION 4: Continuing Disclosure Agreement. The Continuing Disclosure Agreement (the *Continuing Disclosure Agreement*) between the City, P3Works, LLC, and BOKF, NA, is hereby authorized and approved in substantially final form attached hereto as Exhibit C (which Continuing Disclosure Agreement is hereby incorporated by reference herein as a part hereof for all purposes) and each City Representative is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and approved by the City Representative, such approval to be evidenced by the execution thereof.

SECTION 5: Reserved.

SECTION 6: Additional Actions. Each City Representative and the City Secretary are hereby authorized and directed to take any and all actions on behalf of the City Council necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. Each City Representative and the City Secretary are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions and other documents (including any Certification of Payment) which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance or the transaction contemplated hereunder.

SECTION 7: Definition of Certain Terms. Capitalized terms used, but nor defined, herein shall have the respective meanings ascribed thereto in the Indenture.

SECTION 8: Incorporation of Preamble. The recitals contained in the preamble hereof are hereby found to be true and correct; and such recitals are hereby incorporated by reference and made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council acting in its discretionary, legislative capacity.

SECTION 9: Repeal of Conflicting Actions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance, are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 10: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 11: Severability. If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 12: Open Meeting. The City Council hereby officially finds, determines, and declares that the meeting at which this Ordinance is adopted was open to the public, and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 13: Effective Date. This Ordinance shall take effect and become effective upon passage and execution hereof.

[The remainder of this page is intentionally left blank.]

PASSED AND ADOPTED on the 4th day of November, 2025.

CITY OF EAGLE PASS, TEXAS

____
Mayor

ATTEST:

____
City Secretary

(CITY SEAL)

EXHIBIT A

INDENTURE OF TRUST

INDENTURE OF TRUST

By and Between

THE CITY OF EAGLE PASS, TEXAS

and

BOKF, NA,

as Trustee

DATED AS OF November 1, 2025

SECURING

CITY OF EAGLE PASS, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #1 PROJECT)

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of November 1, 2025 is by and between the CITY OF EAGLE PASS, TEXAS (the *City*), and BOKF, NA, as trustee (together with its successors, the *Trustee*). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition (the *Petition*) requesting the creation of a public improvement district located in the City to be known as Eagle Pass Public Improvement District No. 1 (the *District*) was signed and submitted by the then-record owners of taxable real property (i) representing more than 50% of the appraised value of taxable real property liable for assessment in the proposed District and (ii) that constituted more than 50% of the area of all taxable real property that was liable for assessment in the proposed District, and filed with the City Secretary of the City (the *City Secretary*) on February 2, 2023, pursuant to Chapter 372 of the Texas Local Government Code (the *PID Act*); and

WHEREAS, on September 26, 2023, after due notice, the City Council of the City (the *City Council*) held a public hearing in the manner required by law on the advisability of the improvement projects and services described in the Petition as required by Section 372.009 of the PID Act and closed such public hearing on November 7, 2023; and

WHEREAS, at a meeting held on November 7, 2023, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2023-54R adopted by a majority of the members of the City Council (the *Creation Resolution*), authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects and services and provided that such authorization for the creation of the District took effect on the date of adoption of the Creation Resolution; and

WHEREAS, not later than the seventh day after the date the City Council adopted the Creation Resolution, the City filed a copy of the Creation Resolution with the County Clerk of Maverick County, being the county in which the entirety of the District is located; and

WHEREAS, no written protests concerning the District's creation were filed with the City Secretary from any owners of record of property within the District within 20 days after November 7, 2023; and

WHEREAS, on October 14, 2025, the City Council, by the adoption of Resolution No. [__________], made findings and determinations relating to the Actual Costs of certain Authorized Improvements, received and accepted a preliminary service and assessment plan and proposed assessment roll, called a public hearing for November 4, 2025 to consider proposed assessments (the *Assessment Hearing*) and directed City staff to (i) file said proposed assessment roll with the City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act, (ii) publish notice of the Assessment Hearing as required by Section 372.016(b) of the PID Act, and (iii) mail notice of the Assessment Hearing as required by Section 372.016(c) of the PID Act to the last known address of the owners of the property liable for the assessments; and

WHEREAS, on October [__], 2025, pursuant to Section 372.016(b) of the PID Act, notice of the Assessment Hearing was published in the *Eagle Pass News Gram*, a newspaper of general circulation in the City; and

WHEREAS, the City staff, pursuant to Section 372.016(c) of the PID Act, caused for the mailing of notice of the Assessment Hearing to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, on November 4, 2025, the City Council convened the Assessment Hearing and at such hearing, all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to make any objection to the proposed assessment roll and the Assessments; and

WHEREAS, at the Assessment Hearing, no written objections or evidence in opposition to the Service and Assessment Plan, the allocation of Actual Costs of Improvement Area #1 Projects, the Assessment Roll, or the levy of the Assessments were submitted to the City Secretary; and

WHEREAS, after considering all written and documentary evidence presented at the Assessment Hearing, including all written comments and statements filed with the City Secretary of the City, the City Council closed the Assessment Hearing; and

WHEREAS, on November 4, 2025, the City approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and levied the Assessments by adoption of Ordinance No. [_______] (hereinafter-defined and referred to as the *Assessment and SAP Ordinance*); and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purposes described in Section 3.01; and

WHEREAS, in accordance with the PID Act, the City Council now desires to issue its revenue bonds entitled "City of Eagle Pass, Texas Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project)" (the *Improvement Area #1 Bonds*) for the purposes set forth in the preamble of this Indenture, such Improvement Area #1 Bonds being payable solely from the hereinafter-defined Trust Estate; and

WHEREAS, the Trustee agrees to accept the trusts herein created and to serve as Trustee for the benefit of the Owners upon the terms set forth herein; and

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the *Trust Estate*):

FIRST GRANTING CLAUSE

The Pledged Revenues and all moneys and investments held in the Pledged Funds and Accounts, including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time-to-time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof; and

THIRD GRANTING CLAUSE

Any and all proceeds and products of the foregoing property described in the above granting clauses;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and ratable benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, if and to the extent that Assessments have been prepaid, the lien on the real property associated with such Prepayment shall be released, and the rights of the Trustee and Owners under this Indenture to proceed against the City for the purpose of protecting and enforcing the rights of the Owners with respect to such released real property shall terminate;

FURTHER PROVIDED, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate, and be void; otherwise, this Indenture is to be and remain in full force and effect; and

IN ADDITION, the Bonds are special and limited obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Indenture. The Bonds do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Owners shall never have the right to demand payment thereof out of any funds of the City other than the Trust Estate. The City shall have no legal or moral obligation to pay for the Bonds out of any funds of the City other than the Trust Estate.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I. DEFINITIONS, FINDINGS, AND INTERPRETATION

Section 1.01 Definitions.

In addition to those terms defined elsewhere in this Indenture, and unless expressly provided or the context clearly requires otherwise, the following terms used in this Indenture shall have the meanings specified below:

Account means any of the accounts established pursuant to Section 6.01(a) hereof.

Actual Costs mean, with respect to Authorized Improvements, the actual costs of constructing or acquiring such Authorized Improvements, paid or incurred by or on behalf of the Developer, (either directly or through affiliates), including: (1) the costs for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) the costs for all labor, bonds, and materials, including equipment and fixtures, owing to contractors, builders, and materialmen engaged in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, and architectural, engineering, consulting, and other governmental fees and charges; and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Developer.

Additional Interest means the additional interest, calculated at the Additional Interest Rate, charged and collected on the Assessments as permitted by, and pursuant to, Section 372.018 of the PID Act.

Additional Interest Rate means 0.50%.

Additional Obligations means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary note or time warrant secured in whole or in part by an assessment, other than the Assessments securing the Bonds levied against property within the District in accordance with the PID Act.

Administrative Expense Fund means the Fund of such name established and administered by Section 6.01(a) and Section 6.11, respectively.

Administrator means the City or the person or independent firm designated by the City who shall have the responsibility provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District, initially being P3Works, LLC.

Annual Assessment Revenues Deposit has the meaning ascribed thereto in Section 6.03(a).

Annual Collection Costs mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this Service and Assessment Plan, the PID Act, and any Indenture, with respect to the Bonds, including the City's continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

Annual Debt Service means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

Annual Installment means, with respect to the Assessed Property, the annual installment payments of an Assessment calculated by the Administrator and approved by the City Council, including: (i) principal of the Bonds; (ii) interest on the Bonds; (iii) Annual Collection Costs; and (iv) Additional Interest..

Annual Service Plan Update means an update to the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

Applicable Laws means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

Assessed Property means, for any year, any Parcel within Improvement Area #1 against which an Assessment is levied, other than Non-Benefited Property.

Assessment and SAP Ordinance means Ordinance No. ______ adopted by the City Council on November 4, 2025, that levied the Assessments on the Assessed Property and pursuant to which the City adopted the Service and Assessment Plan.

Assessment Revenue means money collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Property, or Annual

Installment payment thereof (including any interest on such Assessment or Annual Installment thereof during any period of delinquency), (ii) a Prepayment, (iii) Delinquent Collection Costs, and (iv) Foreclosure Proceeds.

Assessment Roll means, any assessment roll for the Assessed Property included in the Service and Assessment Plan as Exhibit F-1 thereto or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update showing the total amount of the Assessments, as updated, modified or amended from time to time in accordance with the procedures set forth in the Service and Assessment Plan and in the PID Act (including updates prepared in connection with any Annual Service Plan Update).

Assessments means, (i) singularly, the assessment levied against Assessed Property (as shown on the Assessment Roll), other than Non-Benefited Property, subject to reallocation upon the subdivision of an Assessed Property or reduction according to the provisions of the Service and Assessment Plan and the PID Act and (ii) plurally, the aggregate assessments shown on the Assessment Roll.

Attorney General means the Attorney General of the State of Texas.

Authorized Denomination means the dollar denomination in which Bonds from time to time are issued and outstanding, as specified herein with respect to the Improvement Area #1 Bonds or in a Supplemental Indenture with respect to any other Series of Bonds. Authorized Denominations of Improvement Area #1 Bonds means $100,000 and any integral multiple of $1,000 in excess thereof, or such smaller amount authorized by Section 4.05(c); provided, however, that upon receipt by Trustee, as Paying Agent/Registrar (or the Paying Agent/Registrar, if not also the Trustee), of written evidence that the Improvement Area #1 Bonds have received an Investment Grade Rating pursuant to Section 3.02(e), Authorized Denomination for the Improvement Area #1 Bonds shall mean $5,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating.

Authorized Improvements means the costs and improvements authorized by Section 372.003 of the PID Act, including the Improvement Area #1 Projects.

Authorized Investments means (i) time deposits or certificates of deposit, secured in the manner required by State law for public funds, (ii) direct obligations of (including obligations the principal and interest on which are unconditionally guaranteed by) the United States of America, (iii) obligations of any agencies or instrumentalities of the United States of America, or (iv) such other investments as are permitted under the Public Funds Investment Act codified as Chapter 2256, as amended, Texas Government Code or any successor law thereto, as in effect from time to time.

Bond Counsel means Escamilla & Poneck, LLP or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

Bond Date means the date designated as the initial date of the Improvement Area #1 Bonds by Section 3.02(a) hereof.

Bond Fund means the Fund of such name established and administered pursuant to Section 6.01 and Section 6.05, respectively.

Bond Issuance Costs means the costs associated with issuing the Improvement Area #1 Bonds, including, but not limited to, attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, fees charged by the Texas Attorney General, and any other cost or expense incurred by the City directly associated with the establishment of the District and the issuance of the Improvement Area #1 Bonds.

Bond Ordinance means Ordinance No. _______ adopted by the City Council on November 4, 2025 authorizing the issuance of the Improvement Area #1 Bonds pursuant to this Indenture.

Bond Year means the one-year period beginning on October 1 in each year and ending on September 30 in the following year.

Bond or *Bonds* means all bonds or any bond of the City authorized by order of the City Council pursuant and issued in accordance with this Indenture, including the Improvement Area #1 Bonds, any Refunding Bonds, and any evidences of indebtedness issued in exchange or replacement of any of the foregoing, as permitted by this Indenture.

Business Day means any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the City where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close or any national holiday observed by the Trustee.

Capitalized Interest Account means the Account of such name of the Bond Fund established and administered pursuant to Section 6.01(a) and Section 6.05(e), respectively.

Certification for Payment means a certification for payment substantially in the form attached to the Financing Agreement as Exhibit C, executed by the Developer, submitted to the City and approved by the City Representative, and delivered to the Trustee, specifying the amount of work performed in pursuit of completion or acquisition of Improvement Area #1 Projects and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in the Project Fund's Projects Account, all as further described in Section 6.06 and the provisions of the Financing Agreement incorporated by reference herein under Section 6.06(c).

Chapter 9 means Chapter 9, as amended, Texas Business and Commerce Code.

Chapter 1208 means Chapter 1208, as amended, Texas Government Code.

City means the City of Eagle Pass, Texas.

City Certificate means a certificate, in the form attached hereto as Exhibit B, signed by the City Representative and delivered to the Trustee certifying that the Trustee is authorized to take the action therein specified.

City Council shall have the meaning ascribed to such term in the recitals hereof.

City Engineer means the civil engineer or firm of civil engineers from time to time selected by the City to perform the duties set forth herein and (as applicable, if at all) the Financing Agreement, and the Development Agreement.

City Representative means the City Manager of the City and/or any official or agent of the City authorized by the City Council to undertake the action referenced herein.

Closing Date means the date of the initial delivery of and payment for the applicable Series of Bonds (being, with respect to the Improvement Area #1 Bonds, December 4, 2025).

Code means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings, and City Council decisions.

Comptroller means the Comptroller of Public Accounts of the State of Texas.

Continuing Disclosure Agreement or *Continuing Disclosure Agreements* means either or both of the Continuing Disclosure Agreements entered into, with respect to the Improvement Area #1 Bonds, (i) by and between the City, the Administrator, and the Dissemination Agent and (ii) by and among the Developer, the Administrator, and the Dissemination Agent.

Costs of Issuance Account means the Account of such name of the Project Fund established and administered pursuant to Section 6.01(a) and Section 6.06(d), respectively.

Defeasance Securities means (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; and (iv) any additional securities and obligations hereafter authorized by the laws of the State as eligible for use to accomplish the discharge of obligations such as the Bonds.

Delinquency and Prepayment Reserve Account means the Account of such name of the Reserve Fund established and administered pursuant to Section 6.01(a) and Section 6.08, respectively.

Delinquency and Prepayment Reserve Requirement means, initially, an amount equal to 5.5% of the principal amount of the Outstanding Bonds.

Delinquent Collection Costs means interest, penalties, and expenses incurred or imposed with respect to any delinquent Assessment or Annual Installment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment or Annual Installment and foreclosing the lien against the Assessed Property, including attorney's fees.

Designated Payment/Transfer Office means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in Dallas, Texas, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

Designated Successors and Assigns has the meaning ascribed thereto in the Financing Agreement.

Developer means Empire Industrial Park, LLC, a Texas limited liability company.

Development Agreement means that certain "Amended and Restated Development Agreement," dated as of June 4, 2024, by and between the City and the Developer, as the assignee of the original parties to the Development Agreement.

Dissemination Agent means BOKF, NA, Dallas, Texas, a national banking association duly organized and existing under the laws of the United States, acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the City and which has filed with the Trustee a written acceptance of such designation.

District shall have the meaning set forth in the first recital.

DTC means The Depository Trust Company of New York, New York, or any successor securities depository.

DTC Participant means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

Event of Default shall have the meaning, with respect to this Indenture, set forth in Section 11.01.

Excess Collections Fund means the Fund of such name established and administered pursuant to Section 6.01(a) and Section 6.09, respectively.

Financing Agreement means the "Eagle Pass Public Improvement District No. 1 Financing Agreement", dated as of November 1, 2025, by and between the City and the Developer, which provides, in part, for the deposit and use of Improvement Area #1 Bonds proceeds, payment of Actual Costs of Improvement Area #1 Projects, and other matters related to the foregoing.

Foreclosure Proceeds means the proceeds, including interest and penalty interest (but excluding and net of all Delinquent Collection Costs), received by the City from the enforcement of the lien securing the levy of Assessments against any Assessed Property or Assessed Properties, whether by foreclosure of lien or otherwise, pursuant to Section 7.01(c).

Fund means any of the funds established pursuant to Section 6.01(a).

Improvement Area #1 means approximately 188.26 acres located within the District, as more specifically described in Exhibit L-2 and depicted on Exhibit A-2 to the Service and Assessment Plan.

Improvement Area #1 Bonds means that Series of Bonds styled "City of Eagle Pass, Texas Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project) issued pursuant to this Indenture.

Improvement Area #1 Projects has the meaning ascribed thereto in the Service and Assessment Plan.

Indenture means this Indenture of Trust, dated as of November 1, 2025, by and between the City and the Trustee and pursuant to which the Improvement Area #1 Bonds are issued, as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

Independent Financial Consultant means any consultant or firm of consultants appointed by the City who, or each of whom: (i) is determined by the City to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the dominion and control of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City or related by consanguinity or affinity to any such officer or employee, but who may be regularly retained to make reports to the City.

Initial Bond means the Initial Improvement Area #1 Bond and, with respect to any other Series of Bonds, the initial bond set forth in the applicable Supplemental Indenture pursuant to which such other Series of Bonds are issued.

Initial Improvement Area #1 Bond means the initial bond set forth in Exhibit A hereto, representing the Improvement Area #1 Bonds.

Interest Payment Date means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of stated maturity or prior redemption, such dates being March 1 and September 1 of each year, commencing (with respect to the Improvement Area #1 Bonds) on March 1, 2026.

Investment Grade Rating means a rating assigned by a Rating Agency in one of such Rating Agency's four highest categories for long-term debt instruments (without regard for gradation within a rating category and without regard for credit enhancement) or otherwise designated as "investment grade" by a Rating Agency.

Irregular Assessment Revenues Deposit has the meaning ascribed thereto in Section 6.03(a).

Majority Interest means, as of any particular date of calculation, the Owners of no less than fifty-one percent (51%) of the principal amount of the then Outstanding Bonds.

Maximum Annual Debt Service means, as of the date of calculation, the maximum Annual Debt Service for any Bond Year through the final maturity date of any Outstanding Bonds.

Non-Benefited Property means Parcels within the boundaries of Improvement Area #1 that accrue no special benefit from the Improvement Area #1 Projects as determined by the City Council.

Outstanding means, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture, except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV hereof, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.09.

Owner means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.10.

Parcel means a specific property within Improvement Area #1 identified by either a tax parcel identification number assigned by the Maverick County Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

Paying Agent/Registrar means the Trustee, as the initial paying agent and registrar of the Improvement Area #1 Bonds, and any successor thereto (as herein provided).

Person or *Persons* means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

PID Act means Subchapter A of Chapter 372, as amended, Texas Local Government Code.

Pledged Funds and Accounts means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, the Redemption Fund, and the Excess Collections Fund, along with the Accounts therein created, held, and maintained, being Funds and Accounts pledged to secure the repayment of the Bonds, as well as each additional fund and account pledged to the repayment of any Refunding Bonds, but specifically excluding the Rebate Fund, and the Administrative Expense Fund.

Pledged Revenue Fund means the Fund of such name established and administered pursuant to Section 6.01(a) and Section 6.04, respectively.

Pledged Revenues means Assessment Revenues that remain after subtracting Annual Collection Costs, and Delinquent Collection Costs, plus earnings on investments of funds from time to time held in any of the Pledged Funds and Accounts, plus any additional revenues that the City may (after the date hereof and from time to time) pledge to the payment of Bonds.

Prepayment means, before the due date thereof, payment of all or a portion of an Assessment, plus accrued but unpaid interest to the date of prepayment, less any amounts (received at the time of such prepayment) that represent a payment of principal, interest or penalties on a delinquent installment of an Assessment (which other amounts are to be treated as the payment of the regularly scheduled Assessment).

Principal and Interest Account means the Account of such name of the Bond Fund established and administered pursuant to Section 6.01(a) and Section 6.05, respectively.

Project Fund means the Fund of such name established and administered pursuant to Section 6.01(a) and Section 6.06, respectively.

Projects Account means the Account of such name established and administered pursuant to Section 6.01(a) and Section 6.06(a), respectively.

Purchaser means, with respect to a Series of Bonds, the initial underwriter of such Bonds and, with respect to the Improvement Area #1 Bonds, Jefferies LLC.

Rating Agency means each of Moody's Investors Service, Inc., S&P Global Ratings, Fitch Ratings Inc., and any other nationally recognized statistical rating organization recognized as such by the SEC.

Rebate Amount has the meaning ascribed to such term in section 1.148-1(b) of the Regulations.

Rebate Fund means the Fund of such name established and administered pursuant to Section 6.01(a) and Section 6.10, respectively.

Record Date means the close of business on the fifteenth (15^{th}) calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

Redemption Fund means the Fund of such name established and administered pursuant to Section 6.01(a) and Section 6.07, respectively.

Redemption Price means 100% of the principal amount of all or a portion of Bonds to be redeemed, plus accrued but unpaid interest to the date of redemption.

Refunding Bonds means City bonds issued, by Supplemental Indenture pursuant to Section 3.06 hereof, to refund any Improvement Area #1 Bonds or then-Outstanding Bonds previously issued to refund any Improvement Area #1 Bonds, which refunding bonds are secured by a lien on and pledge of the Trust Estate on parity with the lien thereon and pledge thereof securing the repayment of other then-Outstanding Bonds.

Register means the books and records maintained by the Paying Agent/Registration for documentation of the registration, payment, and transfer of Bonds of a particular Series.

Regulations means the regulations of the United States Department of the Treasury.

Reserve Account means the Account of such name of the Reserve Fund established and administered pursuant to Section 6.01(a) and Section 6.08, respectively.

Reserve Account Requirement means the least of (calculated from time to time as permitted hereunder and as of the Closing Date for any Series of Bonds then Outstanding): (i) Maximum Annual Debt Service on the Bonds; (ii) 125% of average Annual Debt Service on the Bonds, or (iii) 10% of the par amount of the Bonds.

Reserve Fund means the Fund of such name established and administered pursuant to Section 6.01(a) and Section 6.08, respectively.

SEC means the United States Securities and Exchange Commission.

Series means any designated series of Bonds issued under this Indenture or any Supplemental Indenture.

Service and Assessment Plan means the Service and Assessment Plan approved by the City Council pursuant to the Assessment and SAP Ordinance, as hereafter amended, updated, and/or restated pursuant to its terms, the current version of which is attached as Exhibit A to the Assessment and SAP Ordinance.

Sinking Fund Installment means the amount of money to redeem or pay at maturity the principal of Term Improvement Area #1 Bonds payable from such installments, at the times and in the amounts provided in Section 4.02 hereof.

State means the State of Texas.

Stated Maturity means the date the Bonds or any portion thereof are scheduled to mature (without regard to early redemption or prepayment).

Supplemental Indenture means an indenture of trust that has been duly executed by the Trustee and the City, acting pursuant to an order adopted by the City Council, entered into pursuant to Section 10.01 hereof that acts to amend or supplement this Indenture or pursuant to which a Series of Bonds (other than the Improvement Area #1 Bonds) is issued.

Tax Certificate means the Certificate as to Tax Exemption delivered by the City on the Improvement Area #1 Bonds' Closing Date setting forth the facts, estimates and circumstances in existence as of such date and establishing that it is not expected that the proceeds of the Improvement Area #1 Bonds will be used in a manner that would cause the interest thereon to be included in the gross income of the Owners thereof for federal income tax purposes.

Trust Estate means the Trust Estate described in the granting clauses of this Indenture.

Trustee means BOKF, NA, a national banking association duly organized and validly existing under the laws of the United States of America, acting solely in its capacity as trustee hereunder, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX hereof.

Section 1.02 Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any legal person, including any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization and government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II. PLEDGE OF TRUST ESTATE

Section 2.01 Pledge of Trust Estate as Security for the Bonds; Limited Obligations; Perfection of Security Interest.

(a) The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first and prior lien on and pledge of the Trust Estate.

(b) The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate (which includes and is primarily comprised of the Pledged Revenues and the Pledged Funds and Accounts). Payment of the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

(c) Other than through the issuance of Refunding Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on any portion of the Trust Estate and will not cause or allow any matter or things whereby the liens of this Indenture or the priority hereof might or could be lost or impaired. The City further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands, which (if unpaid) might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel, the same would endanger the lien on and pledge of the Trust Estate that secures the repayment of the Bonds.

(d) Pursuant to Chapter 1208, which applies to the issuance of the Bonds and the pledge of the Trust Estate hereunder granted by the City, the liens on, and security interest in, and pledges of the Trust Estate hereunder made shall be valid and binding and fully perfected from and after the Closing Date for the applicable Series of Bonds each issued under this Indenture, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture, or any other act, and such pledges are, therefore, valid, effective, and perfected. If State law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate hereunder granted by the City is to be subject to the filing requirements of Chapter 9, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9 and enable a filing to perfect the security interest in said pledge to occur.

Section 2.02 Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council. The City has ascertained and it is hereby determined and declared:

(a) that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles hereof;

(b) that each and every covenant or agreement herein contained and made is necessary, useful, or convenient in order to better secure the Bonds; and

(c) that this Indenture is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.03 Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the respective rights and duties of the City and the Trustee, relative thereto.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III. AUTHORIZATION FOR AND GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization for and Purpose of the Improvement Area #1 Bonds; Use of Proceeds.

The Improvement Area #1 Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and general laws of the State, including particularly the PID Act. The Improvement Area #1 Bonds shall be issued in the aggregate principal amount of $[_________], the proceeds from which shall be used for the purposes of (i) paying a portion of the Actual Costs of Improvement Area #1 Projects, (ii) paying interest on the Improvement Area #1 Bonds during and after the period of acquisition and construction of the Improvement Area #1 Projects, (iii) funding the Reserve Account Requirement attributable to the Improvement Area #1 Bonds, (iv) funding a deposit to the Administrative Expense Fund (v) paying the Bond Issuance Costs.

Section 3.02 Characteristics of the Improvement Area #1 Bonds.

(a) The Improvement Area #1 Bonds shall be dated November 1, 2025 (the *Bond Date*) shall be issued in Authorized Denominations and in fully registered form, without coupons. The Initial Improvement Area #1 Bond shall be numbered T-1; the definitive Improvement Area #1 Bonds shall be numbered separately from R-1 upward. In addition to the foregoing, the Improvement Area #1 Bonds shall have the characteristics specified in the Form of Bonds attached hereto as Exhibit A.

(b) Interest on the Improvement Area #1 Bonds shall be paid on each Interest Payment Date and accrue at the rate per annum set forth below, calculated on the basis of a 360-day year of twelve 30-day months, from the later of their Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for and shall continue until the principal thereof has been paid on the maturity date specified below or otherwise provided for.

(c) The Improvement Area #1 Bonds shall mature on [September 1] in the years and in the principal amounts and shall bear interest as set forth below:

Year	Principal Installment ($)	Interest Rate (%)
*		
*		
*		
*		

*Term Improvement Area #1 Bonds

(d) The Improvement Area #1 Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV hereof.

(e) The Improvement Area #1 Bonds are initially issued without a rating from any Rating Agency. Upon receipt of an Investment Grade Rating on the Improvement Area #1 Bonds, if at all, the City shall promptly notify the Dissemination Agent in writing of such rating action and provide written directive to (i) file a notice of such occurrence with the Municipal Securities Rulemaking Board and (ii) within one of day of its receipt of the same, forward such notice to the Trustee and the Paying Agent/Registrar (if not also the Trustee). The City shall cause any such to be filed within 10 Business Days of the City's receipt of notice of its occurrence.

Section 3.03 <u>Medium, Method and Place of Payment.</u>

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, which nonpayment continues for 30 days or more thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of a Special Record Date and of the scheduled payment date of the past due interest, which shall be 15 days after the Special Record Date (the *Special Payment Date*), shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of Bonds appearing on the Register at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at Stated Maturity or a of prior redemption date, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) In any case where the date of the maturity of interest on or principal of the Bonds, the date fixed for redemption of any Bonds, or the date any action is to be taken pursuant to the terms hereof is not a Business Day, the payment of interest or principal or the applicable action need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such original due date.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held, uninvested and in trust, by the Trustee for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State, any such payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be thereby used for any lawful purpose. Thereafter, none of the City, the Trustee, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed money or on account of any such Bonds, subject to any applicable escheat law or similar law of the State (including the provisions of Title 6, as amended, Texas Property Code).

Section 3.04 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual, electronic, or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile or electronic signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual, electronic, or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee, substantially in the form provided in Section (c) of the Form of Bond attached hereto as Exhibit A (such certificate, the *Certificate of Trustee*), duly authenticated by manual, electronic, or facsimile execution by an officer or duly authorized signatory of the Trustee. The same officer or authorized signatory of the Trustee shall not be required to sign the Certificate of Trustee applicable to each of the Bonds. In lieu of the executed Certificate of Trustee, the applicable Initial Bond delivered on the applicable Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in Section (b) of the Form of Bond attached hereto as Exhibit A, manually, facsimile, electronically executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that such Initial Bond has been duly approved by the Attorney General, is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On each Closing Date, one Initial Bond representing the entire principal amount of all of the Bonds of such Series then being initially delivered, payable in stated installments to the Purchaser, or its designee, executed on the City's behalf with the manual, electronic, or facsimile signatures of the Mayor and the City Secretary, approved by the Attorney General, and registered and manually, electronic, or facsimile signed by the Comptroller, will be delivered to the Purchaser or its designee. Upon payment for such Initial Bond, the Trustee shall cancel the Initial Bond and, upon satisfaction of the conditions precedent identified in Section 3.11 and, as applicable, Section 7.03, deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the applicable Series of Bonds, in the aggregate principal amount of all Bonds of the applicable Series for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05 Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar (if not also the Trustee), and any other Person may treat the Person in whose name any Bond is registered as the absolute owner thereof for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered in the Register on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and none of the City, the Trustee, or the Paying Agent/Registrar (if not also the Trustee) shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effective and shall discharge the liability of the City, the Trustee, and the Paying Agent/Registrar (if not also the Trustee) upon such payment, to the extent of the sums paid.

Section 3.06 Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Trustee, as Paying Agent/Registrar, represents and warrants that it will maintain a copy of the Register and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable. The Register shall be subject to City inspection upon its delivery to the Trustee, as Paying Agent/Registrar, of its written request to do so.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register. If any Bond is not presented for payment when the principal thereof becomes due, either at stated maturity, prior redemption, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner of such Bond for the payment thereof shall forthwith cease and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of such Owner, who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or with respect to said Bond.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate, in any Authorized Denomination, and in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Trustee, as Paying Agent/Registrar, is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee, as Paying Agent/Registrar, is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Trustee, as Paying Agent/Registrar, may, however, require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Trustee, as Paying Agent/Registrar, shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to stated maturity within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Trustee, as Paying Agent/Registrar, shall dispose of cancelled Bonds at the City's written direction in accordance with the records retention requirements of the Trustee.

Section 3.08 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond of a given Series of Bonds and pending the preparation of definitive Bonds of such Series, the proper officers of the City may execute and the Trustee, as Paying Agent/Registrar and upon the City's written request, shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any Authorized Denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee, as Paying Agent/Registrar, the Bonds in definitive form. Thereafter, and upon the presentation and surrender of the Bond or Bonds in temporary form to the Trustee, as Paying Agent/Registrar, Trustee, as Paying Agent/Registrar shall cancel the Bonds in temporary form and authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in Authorized Denominations, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Bonds.

(a) Upon the presentation and surrender to the Trustee, as Paying Agent/Registrar, of a mutilated Bond, the City shall issue and the Trustee, as Paying Agent, shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Trustee, as Paying Agent/Registrar, may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed, or wrongfully taken, the City shall issue and the Trustee, as Paying Agent/Registrar and pursuant to applicable State law (in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser), shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(1) furnishes to the Trustee, as Paying Agent/Registrar, satisfactory evidence of his ownership of and the circumstances of the loss, destruction, or theft of such Bond;

(2) furnishes such security or indemnity as may be required by the Trustee and the Paying Agent/Registrar (if not also the Trustee) to save and hold them and the City harmless;

(3) pays all expenses and charges in connection therewith, including (but not limited to) printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar (if not also the Trustee) and any tax or other governmental charge that is authorized to be imposed; and

(4) satisfies any other reasonable requirements imposed by the City, the Trustee, and the Paying Agent/Registrar (if not also the Trustee).

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Trustee, as Paying Agent/Registrar, shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, Trustee, and the Paying Agent/Registrar (if not also the Trustee) in connection therewith.

(d) If such mutilated, lost, apparently destroyed, or wrongfully taken Bond has become or is about to become due and payable, the Trustee, as Paying Agent/Registrar, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10 Book-Entry-Only System.

(a) The Improvement Area #1 Bonds shall, and other Series of Bonds may, initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC in the form attached hereto as Exhibit C (the *Representation Letter*). On the Closing Date for each Series of Bonds initially issued in book-entry-only from and deposited with DTC, the definitive Bonds of such Series of Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City, the Trustee, and the Paying Agent/Registrar (if not also the Trustee) shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in such Bonds. Without limiting the immediately preceding sentence, the City, the Trustee, and the Paying Agent/Registrar (if not also the Trustee) shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in any Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to any Bonds (including any notice of redemption), or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision hereof to the contrary, the City, the Trustee, and the Paying Agent/Registrar (if not also the Trustee) shall be entitled to treat and consider the Person in whose name any Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest on such Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bonds, for the purpose of registering transfer with respect to such Bonds, and for all other purposes whatsoever. The Trustee, as Paying Agent/Registrar, or the Paying Agent/Registrar (if not also the Trustee) shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as herein provided, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on such Bonds to the extent of the sum or sums so paid. No Person, other than an Owner (as shown in the Register), shall receive a certificate (in form of a definitive Bond) evidencing the obligation of the City to make payments of amounts due pursuant hereto. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." used herein shall refer to such new nominee of DTC.

(b) In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, the City shall, with respect to Bonds of a Series at such time registered through DTC, (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository, and transfer one or more separate Bonds of such affected Series to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Trustee, as Paying Agent/Registrar, or the Paying Agent/Registrar (if not also the Trustee) to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, such affected Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging affected Bonds shall designate, in accordance with the provisions hereof.

(c) Notwithstanding any other provision hereof to the contrary, so long as Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the Representation Letter.

(d) A Supplemental Indenture may provide that a Series of Bonds will not be issued in book-entry-only form and, in such case, subsections (a) through (c) of this Section will not apply to such Series of Bonds.

Section 3.11 Conditions Precedent to Issuance of Improvement Area #1 Bonds.

The Improvement Area #1 Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Improvement Area #1 Bonds and, upon payment of the purchase price therefor, shall deliver the Improvement Area #1 Bonds upon the order of the City, but only upon prior delivery (which delivery may be via electronic mail in portable document (PDF) or similar format) to the Trustee of:

(a) a certified copy of the Assessment and SAP Ordinance;

(b) a certified copy of the Bond Ordinance;

(c) a fully executed copy of the Financing Agreement;

(d) fully executed copy of the Landowner Agreement(s);

(e) a fully executed copy of this Indenture;

(f) an executed City Certificate directing the authentication and delivery of the Improvement Area #1 Bonds, describing the Improvement Area #1 Bonds to be authenticated and delivered, designating the initial purchasers to whom the Improvement Area #1 Bonds are to be delivered, stating the purchase price of the Improvement Area #1 Bonds, and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City;

(g) a copy of the executed opinion of Bond Counsel in the form attached as Appendix D to the Limited Offering Memorandum dated October [__], 2025 relating to the Improvement Area #1 Bonds;

(h) the approving opinion of the Attorney General and the Comptroller's registration certificate, each regarding the Improvement Area #1 Bonds;

(i) an executed signature and no-litigation certificate of the City;

(j) fully executed copies of both Continuing Disclosure Agreements.

ARTICLE IV. REDEMPTION OF BONDS BEFORE STATED MATURITY

Section 4.01 Limitation on Redemption.

The Improvement Area #1 Bonds shall be subject to redemption before their respective stated maturity only as provided in this Article IV. Each Series of Bonds, other than the Improvement Area #1 Bonds, shall be subject to redemption as provided in the Supplemental Indenture authorizing their respective and applicable issuance.

Section 4.02 Mandatory Sinking Fund Redemption.

(a) The Improvement Area #1 Bonds maturing on [September 1], 20[__], [September 1], 20[__], and [September 1], 20[__] (together, the *Term Improvement Area #1 Bonds*) are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City, in part, at the Redemption Price, from money available for such purpose in the Principal and Interest Account of the Bond Fund, on [September 1] in each of the years and in the respective Sinking Fund Installments as set forth in the following schedules:

Term Improvement Area #1 Bonds Maturing [September 1], 20[__]

Year	Sinking Fund Installment Amount ($)
*	

* Final Maturity

Term Improvement Area #1 Bonds Maturing [September 1], 20__

Year	Sinking Fund Installment Amount ($)
*	

* Final Maturity

Term Improvement Area #1 Bonds Maturing [September 1], 20__

Year	Sinking Fund Installment Amount ($)
*	

* Final Maturity

(b) At least 45 days prior to each Sinking Fund Installment payment date, and subject to any prior reduction authorized by this Indenture, the Trustee shall select, in accordance with Section 4.05, a principal amount of the applicable Term Improvement Area #1 Bond equal to the Sinking Fund Installment amount of such Term Improvement Area #1 Bonds to be redeemed, shall call such Term Improvement Area #1 Bond for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.06.

(c) The principal amount of Term Improvement Area #1 Bonds required to be redeemed on any redemption date pursuant to Section 4.02(a) shall be reduced, at the option of the City, by the principal amount of such Term Improvement Area #1 Bonds which, at least 45 days prior to the Sinking Fund Installment payment date, shall have been acquired by the City at a price not exceeding the principal amount of such Term Improvement Area #1 Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee, as Paying Agent/Registrar for cancellation.

(d) The principal amount of Term Improvement Area #1 Bonds required to be redeemed on any redemption date pursuant to Section 4.02(a) shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Term Improvement Area #1 Bonds which, at least 45 days prior to the applicable Sinking Fund Installment payment date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.03 Optional Redemption.

The City hereby reserves the right, exercisable at its option on any date fixed by the City that occurs on or after [September 1], 20[__], to redeem prior to their dates of Stated Maturity, in whole or in part (but in Authorized Denominations) at the Redemption Price, the Improvement Area #1 Bonds maturing on or after [September 1], 20[__]. The Trustee shall receive written notice from the City of the City's intention to conduct an optional redemption of Bonds not less than forty-five (45) days prior to the date fixed for redemption.

Section 4.04 Extraordinary Optional Redemption.

(a) The City reserves the right and option to redeem the Improvement Area #1 Bonds before their respective scheduled maturity dates, in whole or in part and at the Redemption Price, on the first day of any month from amounts on deposit in the Redemption Fund as a result of Prepayments, transfers to the Redemption Fund made pursuant to Section 6.04(b), 6.08(d), 6.08(e)(2), or 6.08(g), respectively, or as a result of unexpended amounts transferred from the Project Fund's Projects Account, as provided in Section 6.06(d). The Trustee shall receive written notice from the City of the City's intention to conduct an optional redemption of Bonds not less than forty-five (45) days prior to the date fixed for redemption.

Notwithstanding the foregoing, the Trustee will not be required to effect an extraordinary optional redemption pursuant to this Section unless it has at least $1,000 available in the Redemption Fund with which to redeem Improvement Area #1 Bonds.

(b) In lieu of redeeming Improvement Area #1 Bonds with funds described in this Section, the City may purchase Improvement Area #1 Bonds of the maturity to be redeemed in the open market and at the price not in excess of that specified in Section 4.07.

Section 4.05 Partial Redemption.

(a) If less than all of a Series of Bonds are to be redeemed pursuant to Sections 4.02, 4.03, or 4.04, Bonds shall be redeemed in minimum principal amounts of $1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Series of Bonds by $1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

(b) In selecting the Bonds to be redeemed pursuant to Section 4.02, the Trustee may select Bonds randomly by lot.

(c) In selecting the Bonds to be redeemed pursuant to Section 4.03, the Trustee may rely on the directions provided in a City Certificate. If no such direction is provided by the City, the Trustee may select such Bonds to be redeemed randomly by lot.

(d) If less than all of a Series of Bonds are called for extraordinary optional redemption pursuant to Section 4.04, the Bonds or portion of a Bond, as applicable, to be redeemed shall be selected on a pro rata basis (as nearly as practicable) among all Outstanding of Bonds of such Series. Upon surrender of any Bond for redemption in part, the Trustee, in accordance with Section 3.08, shall authenticate and deliver an exchange Bond or Bonds of the same Series and in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.06 Notice of Redemption to Owners.

(a) Upon receipt at least 45 days prior the date fixed for redemption of a City Certificate providing to the Trustee the applicable redemption instructions, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice identified in Section 4.06(a) shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and (if less than all the Bonds of a particular Series then-Outstanding are to be redeemed, and subject to Section 4.05), identification of the Bonds (or portions thereof) to be redeemed, any conditions to such redemption, and a statement that on the identified redemption date, if all conditions (if any) to such redemption have been satisfied, such Bond shall become due and payable and interest thereon shall cease to accrue.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner actually receives such notice.

(d) The City has the right to rescind any notice of optional or extraordinary redemption described in Sections 4.03 or 4.04, respectively, by delivery to the Trustee of written notice of such rescission on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available and deposited with the Trustee on the Business Day prior to the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default hereunder. Upon receipt of a City Certificate instructing the Trustee to rescind the then-effective notice of redemption, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

With respect to any optional redemption of the Bonds pursuant to Section 4.03, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds, and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.07 Purchase Price for Bonds.

Upon receipt of written notice from the City specifying the Bonds to be purchased, the Trustee shall apply money available for redemption to the purchase of Bonds that were otherwise to be redeemed, in such order or priority and subject to such restrictions as may be herein prescribed, in the applicable manner provided in this Article IV. The purchase price paid by the Trustee on behalf of the City (excluding accrued and unpaid interest, but including any brokerage and other charges) for any Bond purchased by the City shall not exceed the principal amount of such Bond.

Section 4.08 Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on a specified date by setting aside and holding in trust an amount of money from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office of the Trustee (acting as Paying Agent/Registrar) on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.09 Effect of Redemption.

Notice of redemption having been given as provided in Section 4.06, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption, provided that funds for the payment of the Redemption Price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V. FORM OF THE IMPROVEMENT AREA #1 BONDS

Section 5.01 Form Generally.

(a) The Improvement Area #1 Bonds, including the Registration Certificate of the Comptroller, the Certificate of Trustee, and the Assignment to appear on each of the Improvement Area #1 Bonds, (i) shall be substantially in the form set forth in Exhibit A hereto, with such appropriate insertions, omissions, substitutions, and other variations as are hereby permitted or required, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Improvement Area #1 Bonds (as evidenced by their execution thereof).

(b) Any portion of the text of any Improvement Area #1 Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Improvement Area #1 Bonds.

(c) The definitive Improvement Area #1 Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Improvement Area #1 Bonds, as evidenced by their execution thereof.

(d) The Initial Improvement Area #1 Bond submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced.

(e) The form of each Series of Bonds, other than the Improvement Area #1 Bonds, shall be set forth in the applicable Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 5.02 CUSIP Registration.

The City may secure identification numbers through CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Improvement Area #1 Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Improvement Area #1 Bonds shall be of no significance or effect as regards the legality thereof; and none of the City, the Trustee, or the attorneys approving said Improvement Area #1 Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Improvement Area #1 Bonds. The Trustee (or the Paying Agent/Registrar if not also the Trustee) may include in any redemption notice a statement to the effect that the CUSIP numbers on the Improvement Area #1 Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners of the Improvement Area #1 Bonds and that neither the City nor the Trustee (or the Paying Agent/Registrar if not also the Trustee) shall be liable for any inaccuracies of such numbers.

Section 5.03 Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Improvement Area #1 Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI. FUNDS AND ACCOUNTS

Section 6.01 Establishment of Funds and Accounts.

(a) The following Funds and Accounts are hereby created and hereunder established by the Trustee:

(1) Pledged Revenue Fund;

(2) Bond Fund, and within such Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account;

(3) Project Fund, and within such Project Fund:

(A) Projects Account; and

(B) Costs of Issuance Account;

(4) Redemption Fund;

(5) Reserve Fund, and within such Reserve Fund:

(A) Reserve Account; and

(B) Delinquency and Prepayment Reserve Account;

(6) Excess Collections Fund;

(7) Rebate Fund; and

(8) Administrative Expense Fund

(b) Each Fund, and each Account (and each subaccount, if any) created within such Fund, shall only be established as needed and shall be maintained by the Trustee separate and apart from all other funds and accounts of the Trustee and the City, respectively. The Trustee may, from time to time, upon written direction from the City, pursuant to a City Certificate, create additional Funds or Accounts hereunder as may be necessary. The Pledged Funds and Accounts shall constitute trust funds, held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(c) Amounts, including Authorized Investments (and earnings resulting therefrom), from time to time on deposit in the Funds and Accounts hereunder created and maintained shall be used only for the purposes and in the manner permitted or required hereunder.

Section 6.02 Initial Deposits to Funds and Accounts.

The proceeds from the sale of the Improvement Area #1 Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(a) to the Capitalized Interest Account of the Bond Fund: $[______];

(b) to the Reserve Account of the Reserve Fund in satisfaction of the Reserve Account Requirement attributable to the issuance of the Improvement Area #1 Bonds: $[________];

(c) to the Administrative Expense Fund: $[_______];

(d) to the Costs of Issuance Account of the Project Fund: $[_______]; and

(e) to the Projects Account of the Project Fund: $[_______].

Section 6.03 Delivery of Assessment Revenues to the Trustee; Use.

(a) On or before February 15 of each year while the Bonds are Outstanding, beginning February 15, 2026, the City hereby directs the Trustee to deposit or cause to be deposited with the Trustee all Assessment Revenues at such time collected and held by the City (each of the foregoing, an *Annual Assessment Revenues Deposit*). In addition, any time after each February 15 (commencing on February 15, 2026) and within 10 Business Days of its receipt of the same, the City hereby directs the Trustee to deposit or cause to be deposited with the Trustee all Assessment Revenues received after February 15 of each year (any of the foregoing, an *Irregular Assessment*

Revenues Deposit). Upon its receipt of an Annual Assessment Revenues Deposit or an Irregular Assessment Revenues Deposit, the Trustee shall deposit such Assessment Revenues as hereafter provided.

(b) Concurrently with its delivery to the Trustee of each Annual Assessment Revenues Deposit, the City shall deliver to the Trustee a City Certificate identifying, for such then-current calendar year, the portions of such Annual Assessment Revenues Deposit attributable to principal of (including Sinking Fund Installments) and interest on the Bonds, Annual Collection Costs, District Formation Costs, and Additional Interest. In addition, such City Certificate shall identify any of such Annual Assessment Revenues Deposit attributable to Delinquent Collection Costs (collected pursuant to Section 7.01(c)), Prepayments, or Foreclosure Proceeds.

(c) Concurrently with its delivery to the Trustee of any Irregular Assessment Revenues Deposit, the City shall deliver to the Trustee a City Certificate identifying the amount of such Irregular Assessment Revenues Deposit attributable to principal of (including Sinking Fund Installments) and interest on the Bonds, Annual Collection Costs, and Additional Interest. In addition, such City Certificate shall identify any of such Irregular Assessment Revenues Deposit attributable to Delinquent Collection Costs (collected pursuant to Section 7.01(c)), Prepayments, or Foreclosure Proceeds.

(d) From Assessment Revenues, and in the amounts specified in the City Certificate described in Section 6.03(b) or Section 6.03(c), the Trustee shall deposit to the Administrative Expense Fund the Annual Collection Costs and the Delinquent Collection Costs.

(e) All Assessment Revenues that remain after the Trustee's compliance with Section 6.03(d) constitute Pledged Revenues and, accordingly, shall be deposited to the Pledged Revenue Fund for further disbursement in accordance with Section 6.04.

Section 6.04 <u>Pledged Revenue Fund.</u>

(a) From each Annual Assessment Revenues Deposit and Irregular Assessment Revenues Deposit, the Trustee shall (immediately after its deposit of Pledged Revenues therefrom to the Pledged Revenue Fund pursuant to Section 6.03(e)) make the following reservations or transfers of amounts deposited to the Pledged Revenue Fund, in the identified manner and order of priority (and subject to the availability of funds):

(1) Regarding Prepayments and Foreclosure Proceeds:

(i) Transfer all Prepayments to the Redemption Fund; and

(ii) Transfer all Foreclosure Proceeds, as directed by the City pursuant to a City Certificate, *first*, to the Reserve Fund to restore any prior transfers from the Accounts within the Reserve Fund made with respect to the Assessed Property to which the Foreclosure Proceeds relate (with such deposits further allocated, *first*, to the Reserve Account to replenish the Reserve Account Requirement and, *second*, to the Delinquency and Prepayment Reserve Account to replenish the Delinquency and Prepayment Reserve Requirement) and, *second*, to the Redemption Fund.

(2) Regarding all other Annual Assessment Revenues Deposit or Irregular Assessment Revenues Deposit:

(i) First, reserve and hold in the Pledged Revenue Fund until used in the manner specified in Section 6.04(b) an amount equal to scheduled debt service on the Bonds (to include any Sinking Fund Installment) coming due in the then-current calendar year, taking into account any amounts then on deposit in the Principal and Interest Account of the Bond Fund and any expected withdrawals from the Capitalized Interest Account pursuant to Section 6.05(e), the Reserve Fund pursuant to Section 6.08(f), the Rebate Fund pursuant to Section 6.10(d), or from any other permitted source;

(ii) Second, transfer to the Reserve Account of the Reserve Fund such amount as is necessary (if at all, after taking into account any amounts at such time on deposit therein) to cause the balance of such Account to equal to the Reserve Account Requirement;

(iii) Third, transfer to the Delinquency and Prepayment Reserve Account of the Reserve Fund the amount of Additional Interest identified in the City Certificate delivered to the Trustee pursuant to Section 6.03(b), as, until and unless otherwise required pursuant to Section 6.08(b); and

(iv) Fourth, all remaining amounts (if any) to the Excess Collections Fund.

(b) From time to time as needed to pay scheduled debt service on the Bonds (to include any Sinking Fund Installment) coming due in the then-current calendar year, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from such amounts retained in the Pledged Revenue Fund pursuant to Section 6.04(a)(2)(i) and transfer to the Principal and Interest Account of the Bond Fund an amount necessary to cause the total amount then on deposit in the Principal and Interest Account, taking into account any transfers to such Account described in Section 6.04(a)(2)(i)), to equal the principal (including any scheduled Sinking Fund Installment) of, if any, and interest on the Bonds coming due on such Interest Payment Date.

(c) Notwithstanding any provision hereof to the contrary, the Trustee shall, from Pledged Revenues and prior to any other use of the same, transfer from the Pledged Revenue Fund to the Rebate Fund the amount instructed by the City pursuant to a City Certificate.

Section 6.05 Bond Fund.

(a) The Bond Fund, generally, and the Principal and Interest Account, specifically, shall be maintained for the purpose of paying regularly-scheduled principal of (including Sinking Fund Installments) and interest on the Bonds.

(b) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installment) and interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as specified in Section 6.05(c) below or any transfer from the Reserve Fund pursuant to Section 6.08(e)(1)(C) or Section 6.08(f), respectively, to pay principal of certain Bonds.

(c) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in Section 6.05(a), the Trustee shall withdraw from the Accounts of the Reserve Fund amounts necessary to cover the amount of such insufficiency, *first* (and until depletion of such Account), from the Delinquency and Prepayment Reserve Account and, *second*, from the Reserve Account. Amounts withdrawn from the Reserve Fund pursuant to this Section shall be deposited to the Principal and Interest Account and transferred to the Paying Agent/Registrar concurrently or in close proximity (but in all occurrences, on the same day) as transfers made under Section 6.05(b).

(d) If, after adding the transfers identified in Section 6.04(c) to any requisite transfer from the Reserve Fund pursuant to Section 6.05(c), the amounts on deposit in the Principal and Interest Account are insufficient to make the scheduled principal and interest payments due and owing as described in Section 6.05(b), the Trustee shall apply the available funds in the Principal and Interest Account, *first*, to the payment of interest and, *second*, to the payment of principal (including any Sinking Fund Installment) on the Bonds, as the same are due and owing on the applicable Interest Payment Date.

(e) Money on deposit in the Capitalized Interest Account shall be used for payment of scheduled interest on the Improvement Area #1 Bonds due and owing on the following dates and in the specified amounts:

Interest Payment Date	Interest Payment Amount ($)
March 1, 2026	
September 1, 2026	

Any amounts on deposit in the Capitalized Interest Account after the payment of the interest payment amounts on the respective Interest Payment Dates listed above shall be transferred to the Project Fund's Projects Account, or if such Account has been closed as provided in Section 6.06, such remaining amount to be deposited to the Projects Account as hereinbefore described shall instead be transferred to the Redemption Fund and used to redeem the Improvement Area #1 Bonds. After transfer of all amounts held in the Capitalized Interest Account, whether by payment of the interest payment amount on the final Interest Payment Date indicated in the table above or by transfer of any remaining amounts to the Project Fund's Projects Account or the Redemption Fund as heretofore described, the Capitalized Interest Account shall be closed.

(f) Notwithstanding any provision of this Section to the contrary, amounts held in the Principal and Interest Account of the Bond Fund shall be transferred to the Redemption Fund as and when required (if at all) by Section 6.08(g).

Section 6.06 Project Fund.

(a) Amounts held in the Projects Account of the Project Fund shall be used to pay Actual Costs of Improvement Area #1 Projects and costs identified in clauses (iv) (but only as it relates to costs incidental to the organization of the District) of Section 3.01 not paid prior to the time the Costs of Issuance Account of the Project Fund is closed pursuant to Section 6.06(c) herein. Disbursements from the Projects Account of the Project Fund shall be made by the Trustee upon its receipt from time to time of City Certificates, each containing a properly executed and completed Certification for Payment applicable to the then-requested Projects Account disbursement. Upon the City's delivery to the Trustee of a City Certificate stating that all Improvement Area #1 Projects have been completed and that all Actual Costs of Improvement Area #1 Projects have been paid (or that any such Actual Costs of Improvement Area #1 Projects are not required to be paid from the Projects Account of the Project Fund), the Trustee shall transfer the amount identified on the City Certificate, if any, remaining within the Projects Account of the Project Fund to the Principal and Interest Account of the Bond Fund or the Redemption Fund (as directed by the City upon advice of Bond Counsel) and, thereafter, close the Projects Account.

(b) The provisions and procedures related to disbursement of proceeds of Bonds (being one of the *Available Sources of Payment*, as such term is defined and used in the Financing Agreement) from the Project Fund's Projects Account, as described and provided in Section 4.03 of the Financing Agreement, are herein incorporated by reference and shall have the same force and effect as if herein reproduced in their entirety.

(c) Amounts held in the Costs of Issuance Account of the Project Fund shall be used to pay an allocable amount of the costs of District creation and other Bond Issuance Costs of the Series from which such amounts then-held in the Costs of Issuance Account were derived or to which they relate. Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee pursuant to and in accordance with the directives of a City Certificate delivered to the Trustee by the City and providing for the disbursement or application of such funds to be disbursed (including directive to the Trustee to withdraw from such source an amount necessary to satisfy the fees and expenses initially incurred thereby). Any amounts remaining on deposit in the Costs of Issuance Account after the Trustee's satisfaction of all costs identified in a City Certificate that also states that such costs represent all Bond Issuance Costs related to a particular Series of Bonds shall be transferred to the Project Fund's Projects Account.

(d) If the City Representative reasonably determines that amounts then on deposit in the Project Fund's Projects Account are not expected to be expended for payment of Actual Costs of Improvement Area #1 Projects due to completion, abandonment, or constructive abandonment, as the case may be, of some or all of the Improvement Area #1 Projects, such that, in the City Representative's opinion (reasonably exercised), the amounts then-held in the Project Fund's Projects Account are unlikely to ever be expended for the purposes specified in subpart (i) of Section 3.01, then the City Representative shall file with the Trustee a City Certificate identifying such amounts then-on deposit in the Projects Account and directing their transfer to the Redemption Fund. Upon transfer of such funds to the Redemption Fund, the Trustee shall (on the earliest practical date after requisite notice has been provided in accordance with the applicable provisions hereof) effect the redemption of Bonds of the Series to which such transferred proceeds relate. The Project Fund, including the Accounts therein held, shall thereafter be closed.

(e) In making any determination pursuant to this Section or preparing and delivering to the Trustee a City Certificate, the City Representative may conclusively rely upon a report issued by the City Engineer or a certificate of an Independent Financial Consultant.

(f) With respect to disbursement from an Account of the Project Fund, the Trustee may conclusively rely as to the completeness and accuracy of all statements in a City Certificate (including an associated Certification for Payment) thereto delivered if such certificate is signed by a City Representative. The execution of a City Certificate (including any Certification for Payment included therewith) by a City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed. The Trustee shall not be required nor is there imposed thereon any duty to make any independent investigation or verify any calculations regarding the completion or accuracy of information, determinations, directives, or findings included in any executed City Certificate or Certification for Payment included therewith.

Section 6.07 Redemption Fund.

Subject to adequate funds on deposit in the Pledged Revenue Fund, the Trustee shall deposit to the Redemption Fund (i) on the dates, in the amounts, and from the source identified for such purpose in a City Certificate (subject to the availability of funds in the identified source of deposit or transfer), (ii) the proceeds of Refunding Bonds pursuant to and in accordance with the provisions of a Supplemental Indenture authorizing their issuance, or (iii) pursuant to the applicable provisions hereof. Amounts from time to time on deposit in the Redemption Fund shall be withdrawn and used by the Trustee to effectuate redemptions of Bonds, from time to time and as directed by the City pursuant to and in accordance with Article IV (except with respect to mandatory sinking fund redemptions of Improvement Area #1 Bonds pursuant to Section 4.02, which shall be accomplished as payment of regularly-scheduled principal from amounts on deposit in the Principal and Interest Account of the Bond Fund pursuant to Section 6.05(b)).

Section 6.08 Reserve Fund.

(a) Whether from proceeds of Bonds or by deposit from Pledged Revenues pursuant to Section 6.04(a)(2), there shall be accumulated and maintained in the Reserve Account of the Reserve Fund an amount at least equal to the Reserve Account Requirement. The Reserve Account Requirement resultant from the issuance of the Improvement Area #1 Bonds shall be fully satisfied by the Reserve Account deposit made pursuant to, in accordance with, and from the source of funds identified in Section 6.02(b).

(b) As and when provided in Section 6.04(a)(2)(iii), the Trustee will transfer from the Pledged Revenue Fund to the Delinquency and Prepayment Reserve Account the Additional Interest, which the City shall impose, collect, and cause to be deposited until the Delinquency and Prepayment Reserve Requirement has been accumulated in the Delinquency and Prepayment Reserve Account. If, after having satisfied the Delinquency and Prepayment Reserve Requirement, the amount on deposit in the Delinquency and Prepayment Reserve Account shall at any time be less than the Delinquency and Prepayment Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such deficiency, and the City shall begin again collecting the Additional Interest pursuant to Section 7.01(d). Thereafter, the City Certificate delivered to Trustee pursuant to Section 6.03(b) shall again instruct the Trustee to deposit the Additional Interest from Pledged Revenue Fund into the Delinquency and Prepayment Reserve Account and shall so continue until the Delinquency and Prepayment Reserve Requirement has again been accumulated in the Delinquency and Prepayment Reserve Account; provided, however, that the City shall not be required to replenish the Delinquency and Prepayment Reserve Account in the event funds are transferred from the Delinquency and Prepayment Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment pursuant to Section 4.04. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such surplus Additional Interest to the Redemption Fund and shall notify the City of such transfer in writing. If the City Certificate delivered pursuant to Section 6.03(b) does not identify an amount of Additional Interest and Additional Interest is being collected pursuant to this Section 6.08(b), the Trustee, in transferring the amounts to be transferred pursuant to this Section 6.08(b), may conclusively rely on a City Certificate (which shall be based on the Annual Installments as shown on the Assessment Roll in the Service and Assessment Plan or an Annual Service Plan Update), unless and until it receives a City Certificate directing that a different amount be used.

(c) Amounts from time to time on deposit in either Account of the Reserve Fund shall, if at all, be transferred by the Trustee to the Principal and Interest Account of the Bond Fund in the manner and amounts, at the times, and in the order of priority prescribed in Section 6.05(c). The Trustee shall provide written notice to the City of such a transfer from either Account of the Reserve Fund to the Principal and Interest Account of the Bond Fund, specifying (in such notice) the amount withdrawn and the source of said funds (being either Pledged Revenues deposited to such Account or Accounts pursuant to Section 6.04(a)(1) or (2), respectively, or proceeds of any Series of Bonds).

(d) Whenever Bonds are to be redeemed with Prepayment proceeds pursuant to Section 4.04, a proportionate amount of the total amount (determined as hereafter described) at such time held in the Reserve Account of the Reserve Fund shall, on the Business Day immediately preceding the redemption date established by the Trustee pursuant to such Section 4.04, be transferred to the Redemption Fund for application against the Redemption Price of such redeemed Bonds, as detailed in the City's written direction. The amount so transferred from the Reserve Account shall be equal to an amount representing the difference between (i) the lesser of (A) the Reserve Account Requirement prior to such redemption and (B) the amount actually on deposit in the Reserve Account prior to redemption, and (ii) the Reserve Account Requirement after such redemption; provided, however, no such transfer from the Reserve Account shall cause the amount on deposit therein to be less than the Reserve Account Requirement after effectuation of such redemption of Bonds.

If, after accomplishing the transfer described in the preceding paragraph, the amounts then on deposit in the Redemption Fund (including investment earnings on amounts previously therein held) are insufficient to pay the Redemption Price of those Bonds called for redemption as a result of such Prepayment, the Trustee shall, to the extent of funds at such time therein held, transfer all or a portion of the Delinquency and Prepayment Reserve Requirement, in an amount equal to the aforementioned deficiency, from the Delinquency and Prepayment Reserve Account to the Redemption Fund and apply the same against the Redemption Price of such redeemed Bonds.

(e) Whenever, on any Interest Payment Date or, at the written request of a City Representative, any other date, the amount in:

(1) the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall (A) provide written notice to the City Representative of the amount of the excess via access to its online portfolio system, (B) transfer such excess amount to the Principal and Interest Account of the Bond Fund, and (C) use such excess transferred amount for payment of interest on the Bonds due and owing on the next occurring Interest Payment Date in accordance with Section 6.05(b); UNLESS, within 45 days of its delivery to the City Representative of the notice described in clause (A) of this paragraph, the Trustee receives a City Certificate instructing the Trustee to utilize such excess Reserve Account amount: (i) to pay amounts due under Section 6.10, (ii) by transferring therefrom to the Administrative Expense Fund an amount not in excess of the Annual Collection Costs for the then-current year, or (iii) by transferring therefrom to the Projects Account of the Project Fund (if accompanied by a City Certificate providing that the expenditure of such transferred excess funds is expected to occur not later than the third anniversary of the Closing Date of the Series of Bonds to which such transfer relates or an opinion of nationally recognized bond counsel that such transfer will not result in a violation of the City's covenants included in Section 7.04); and

(2) the Delinquency and Prepayment Reserve Account exceeds the Delinquency and Prepayment Reserve Requirement, the Trustee shall (A) provide written notice to the City Representative of the amount of the excess and (B) transfer, at the direction of the City pursuant to a City Certificate, to the Administrative Expense Fund for the payment of all or a portion of the Annual Collection Costs or to the Redemption Fund for use in effecting a redemption of Bonds pursuant to Section 4.04; provided, however, that if the Trustee does not, within 45 days of its delivery to the City Representative the notice to described in clause (A) of this paragraph, receive a City Certificate directing the transfer of the excess Delinquency and Prepayment Reserve Account balance to the Administrative Expense Fund, the Trustee shall transfer such excess Delinquency and Prepayment Reserve Account balance to the Redemption Fund and use such transferred amount to redeem Bonds pursuant to Section 4.04.

(f) At the final maturity of the Bonds, amounts on deposit in the Accounts of the Reserve Fund shall be transferred to the Principal and Interest Account of the Bonds Fund and applied to the payment of such finally maturing principal of the Bonds.

(g) If the total amount held in the Accounts of the Reserve Fund, together with the amounts at such time held in the Principal and Interest Account of the Bond Fund and Redemption Fund, is sufficient to pay the Redemption Price of all then-Outstanding Bonds, such funds shall be immediately transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds on the earliest practicable redemption established pursuant to the applicable provisions of Article IV.

(h) As of the Closing Date for the Improvement Area #1 Bonds, the Series 2025 Reserve Account Requirement is $[________], which is an amount equal to [Maximum Annual Debt Service] on the Improvement Area #1 Bonds as of such date.

Section 6.09 Excess Collections Fund.

Amounts from time to time on deposit in the Excess Collections Fund shall be used by the Trustee, *first*, to cure any deficiency in any of the other Pledged Funds and Accounts, and *second* (after first determining that there then-exists no balance deficiency in any other Pledged Fund and Account), as and when directed by the City in a City Certificate, for any lawful purpose permitted by the PID Act for which Assessment Revenues may be used (including redemption of Bonds); provided, however, that if the Actual Costs of Improvement Area #1 Projects, as contemplated from time to time under the Service and Assessment Plan, have been fully paid, then amounts from time to time on deposit in the Excess Collections Fund shall be transferred to the Redemption Fund when and as directed by the City as hereinbefore-described and used to effectuate a redemption of Bonds pursuant to Article IV. If amounts from the Excess Collections Fund are to be used to pay Actual Costs of Improvement Area #1 Projects, the City Certificate directing such use shall be accompanied by a Certification for Payment. The Trustee may rely on a City Certificate hereunder delivered and shall have no obligation to determine the legality under the PID Act of any expenditure of Excess Collection Fund proceeds. The Trustee conclusively shall be deemed to have complied with the provisions of this Section and shall not assume any liability or additional responsibility if it follows the City's directive included in a City Certificate delivered pursuant to this Section.

Section 6.10 Rebate Fund.

(a) Amounts on deposit in the Rebate Fund shall be used by the Trustee, as and when directed by the City in a City Certificate, solely for the purpose of paying the Rebate Amount applicable to any Series of Bonds from time to time due and owing to the United States Department of the Treasury in accordance with the Code.

(b) In order to assure that the Rebate Amount is paid to the United States Department of the Treasury rather than to a third party, investments of funds from time to time on deposit in the Rebate Fund shall be made in accordance with the Code and pursuant to the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.04(b) and shall not assume any liability or additional responsibility if it follows the directive of the City included in a City Certificate and shall not be required to take any action under this Section and Section 7.04(b), respectively, in the absence of its receipt of such written City directive.

(d) If, on the date of each annual calculation of the Rebate Amount, the amount on deposit in the Rebate Fund exceeds such Rebate Amount, the City may direct the Trustee by City Certificate to transfer the amount of such excess to the Principal and Interest Account of the Bond Fund.

Section 6.11 Administrative Expense Fund.

(a) The Trustee shall, promptly upon receipt, deposit or cause to be deposited to the Administrative Expense Fund, from Assessment Revenues delivered to the Trustee by the City, the amount of such Assessment Revenues attributable to that portion of the Assessments (from which such Assessment Revenues are derived) imposed for the purpose of providing a City source of payment for Annual Collection Costs and Delinquent Collection Costs. Amounts from time to time on deposit in the Administrative Expense Fund shall be delivered by the Trustee to the City as and when directed by the City in a City Certificate, for use by the City to pay (directly or by reimbursement) Annual Collection Costs and Delinquent Collection Costs, in accordance with and as described in the applicable provisions of the Service and Assessment Plan concerning the use of such portions of Assessment Revenues. The Trustee conclusively shall be deemed to have complied with the provisions of this Section and shall not assume any liability or additional responsibility if it follows the City's directive included in a City Certificate delivered pursuant to this Section.

(b) Annual Collection Costs collected but not expended in any year, and that remain on deposit in the Administrative Expense Fund, shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

Section 6.12 <u>Investment of Funds; Security of Uninvested Funds.</u>

(a) Money in any Fund or Account hereunder established shall be invested by the Trustee only as directed by the City pursuant to the terms of a City Certificate filed with the Trustee at least two (2) days in advance of the making of such investment (or as directed below) and only in Authorized Investments. The aforementioned City Certificate shall direct investment of funds in such Authorized Investments of adequate liquidity so that money required to be expended from any Fund or Account is available at the time or times required of such funds pursuant to the applicable terms of this Indenture. To ensure that cash on hand is invested, if the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee is hereby directed to invest and re-invest cash balances in Invesco Treasury Portfolio (CUSIP – 825252208), and in the event such fund is no longer available, such funds shall be held uninvested. The Trustee shall have no discretion for investing funds or advising any parties with regard to investment of funds.

(b) Authorized Investments held in any Fund or Account, as well as resultant earnings therefrom, shall be deemed to be part of such Fund or Account, subject, however, to the requirements hereof to transfer investments earnings from one Fund or Account to another.

(c) Investments of any Fund or Account shall be valued each year in terms of current market value as of September 30.

(d) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any Authorized Investment. The Trustee may invest in its own proprietary money market funds or deposit products.

(e) The Trustee shall not incur any liability for losses (including depreciation of value) arising from any investments made or sold pursuant to this Indenture.

(f) The Trustee shall not be required to determine the suitability or legality of any investments or whether investments qualify as Authorized Investments. The parties acknowledge that the Trustee is not providing investment supervision, recommendations or advice.

(g) Authorized Investments of proceeds of any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of Authorized Investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited, segregated from all other money, investments, funds and accounts (including other Funds or Accounts) from time to time held by the Trustee.

(h) Amounts on deposit in Funds and Accounts hereunder created and maintained, to the extent not invested in Authorized Investments as herein permitted, shall be secured in the manner and to the fullest extent required by applicable State law for the security of public funds.

ARTICLE VII. COVENANTS, REPRESENTATIONS, AND WARRANTIES

Section 7.01 Confirmation, Collection, Enforcement, and Notice of Assessments.

(a) The City hereby confirms, represents, warrants, covenants, and agrees that, in the Assessment and SAP Ordinance, it has levied the Assessments against the respective Assessed Properties from which the Assessment Revenues will be collected and received.

(b) For so long as any Bonds are Outstanding, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws and (to the extent permitted by Applicable Laws) to cause or permit no reduction, abatement or exemption in the Assessments.

(c) The City will determine or cause to be determined, no later than February 15 of each year during which this Indenture remains valid and in effect, if any Annual Installment is delinquent and, if any such delinquency exists, order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain and collect such Annual Installment, and any Delinquent Collections Costs and interest and penalty interest thereon, including diligently prosecuting an action in district court to foreclose the then-delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property.

(d) The City shall, as soon as practicable upon receipt of a notice from the Trustee of insufficiency of Delinquency and Prepayment Account balance pursuant to Section 6.08(b), recommence imposition, collection, and deposit of Additional Interest and continue the same until the balance of the Delinquency and Prepayment Account again equals the Delinquency and Prepayment Reserve Requirement.

Section 7.02 Performance Under Trust Indenture.

(a) The City hereby covenants to do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under and pursuant to the provisions of this Indenture.

(b) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent hereunder provided, and that the Trust Estate is and will remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture, except as expressly herein provided.

(c) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee hereunder against all claims and demands of all Persons whomsoever.

(d) The City will take all steps reasonably necessary and appropriate, and will provide written direction to the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(e) To the extent permitted by Applicable Laws, statements for the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for the City's collection of ad valorem taxes.

Section 7.03 Additional Liens, Encumbrances, and Indebtedness; Refunding Bonds.

(a) Other than Refunding Bonds, the City, for so long as Bonds remain Outstanding, shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, the Trust Estate, or any other property pledged under this Indenture other than the lien thereon and pledge thereof hereunder created for the equal and ratable security of the Bonds. Notwithstanding the foregoing, the City reserves the right to issue or incur other obligations (including evidences of indebtedness) under other indentures, orders, or documentation of similar form that are not secured by the Pledged Revenues.

(b) The City, subject to the following provisions and upon satisfaction of the specified and applicable conditions precedent, reserves the right to issue Refunding Bonds for the purpose of refunding all or any portion of then-Outstanding Bonds:

(1) Each Series of Refunding Bonds shall be issued pursuant to a Supplemental Indenture, authorized and approved by order of the City Council, which Supplemental Indenture shall specify the terms and characteristics of such Series of Refunding Bonds (to include the date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions thereof), subject to the terms and limitations herein provided;

(2) The principal (including any sinking fund installment) of any Series of Refunding Bonds must be scheduled to mature on [September 1] of the years in which principal of any such Series of Bonds is scheduled to mature;

(3) The interest on any Series of Refunding Bonds must be calculated at fixed rate(s) and be scheduled for payment on March 1 and September 1 of the years in which interest is scheduled to be paid;

(4) Prior to the issuance of any Series of Refunding Bonds, the following conditions precedent must have been observed or accomplished:

(A) The City shall have delivered or caused to be delivered to the Trustee (all of which may be delivered electronically):

1. a copy, certified by the City Secretary of the City, of the City Council's ordinance or ordinances authorizing the issuance, sale, execution and delivery of the Series of Refunding Bonds and the execution and delivery of a Supplemental Indenture pursuant to which the same are issued;

2. a copy of an executed counterpart of such Supplemental Indenture;

3. the items described in Section 3.11(a), (c) and (e), respectively;

4. a copy of the executed opinion of Bond Counsel required by Section 10.01 hereof and a copy of the executed opinion of Bond Counsel related to such additional Series of Bonds (to the extent the applicable) in substantially the form described in Section 3.11(g);

5. a certificate of a City Representative that (x) includes the certifications required in Section 3.11(f); (y) certifies that the issuance of the subject Series of Refunding Bonds complies with the requirements contained herein and in each Supplemental Indenture applicable to the issuance of such additional Series of Bonds; and (z) certifies that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained herein or in any Supplemental Indenture; and

6. the approving opinion of the Attorney General and the Comptroller's registration certificate, each regarding the subject additional Series of Bonds.

(B) Any deficiency in the Reserve Account Requirement resultant from the issuance of the subject Series of Refunding Bonds shall be satisfied in a manner permitted pursuant to Section 6.08 as of the Closing Date of such applicable Series of Bonds.

(5) Upon satisfaction of each of the applicable conditions precedent to the issuance of a Series of Refunding Bonds, as described above, an initial bond or bonds representing such Series of Bonds shall be executed by the City and delivered to the

Trustee, whereupon the Trustee shall authenticate such Bonds and, upon payment of the purchase price therefor, deliver such Series of Bonds upon the order of the City.

Section 7.04 Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the meanings specified below:

Closing Date means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

Code means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

Computation Date has the meaning set forth in Section 1.148-1(b) of the Regulations.

Gross Proceeds means any proceeds as defined in Section 1.148- 1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

Investment has the meaning set forth in Section 1.148-1(b) of the Regulations.

Nonpurpose Investment means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

Regulations means any proposed, temporary or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

Yield of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of Section 1.141- 5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such City Certificate and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, 100% of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, 90% of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within 180 days after discover of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Diver Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, or City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

Section 7.05 Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues and properties constituting the Pledged Revenues, the Pledged Funds and Accounts, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

ARTICLE VIII. LIABILITY OF CITY; USE OF OTHER AVAILABLE FUNDS

Section 8.01 Limited City Liability Hereunder.

Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds, and except for the Trust Estate, no City taxes, fee, or revenues from any source are pledged to the payment of, or available to pay any portion of, the Bonds, or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds, or other obligations relating to the District, other than as specifically provided for in this Indenture.

The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or Event of Default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment and SAP Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (collectively, the *Bond Documents*), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Annual Collection Costs) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from the Trust Estate or the amounts collected to pay Annual Collection Costs on deposit in the Administrative Expense Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector, the City Representative, another City official or representative or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

Section 8.02 Advances from Other Lawfully Available City Funds.

(a) Notwithstanding the foregoing, the City, in the event of a delinquency in the payment of any installment of the Assessments levied upon any Assessed Property for the payment of the principal portion of an Annual Installment, may (but is not obligated to) be the purchaser of the delinquent Assessed Property upon which any of said Assessments are levied in like manner in which it may become the purchaser of property sold for the nonpayment of general ad valorem property taxes. In the event the City does so become the purchaser of such property, it shall pay and transfer to the Trustee any remaining amount of unpaid Assessment, delinquent Annual Installments and interest thereon for the Trustee's disposition of the same pursuant to the applicable provisions of Section 6.03 and Section 6.04, respectively. The City may also pay and transfer from its lawfully available funds to the Trustee for disposition of the same pursuant to Section 6.03 and Section 6.04, respectively, the amount of any such portions of Assessments pending redemption or sale of the subject Assessed Property. Any amounts so advanced by the City as in this Section described shall be recoverable upon redemption or sale of the Assessed Property.

(b) The City has not obligated itself, nor shall any provision hereof obligate the City, to advance lawfully available funds other than Assessment Revenues to cure any deficiency in any Fund or Account.

ARTICLE IX. THE TRUSTEE

Section 9.01 Trustee as Paying Agent and Registrar.

The Trustee is hereby designated and agrees to act as Paying Agent and Registrar for and in respect to the Bonds. The Trustee hereby accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the express terms and conditions, and subject to the provisions hereof to all of which the parties hereto and the Owners of the Bonds agree. No implied covenants or obligations shall be read into this Indenture against the Trustee.

Section 9.02 Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding hereunder, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement or exercise of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays, and counsel fees and expenses and other reasonable disbursements, and against all liability except as a consequence of its own gross negligence or willful misconduct as finally adjudicated by a court of competent jurisdiction; provided, however, that absent an Event of Default, the Trustee shall not request or require indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the

Administrative Expense Fund to pay all costs, fees, expenses, outlays, and counsel fees and expenses and other reasonable disbursements properly incurred in connection therewith and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.03 Responsibilities of the Trustee.

(a) The recitals contained herein and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for and undertakes no duty to verify the correctness of the same. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or the Bonds, or the right, title or interest of the City therein, or with respect to the security afforded by this Indenture, or the technical or financial feasibility of the Improvement Area #1 Projects, or the compliance of the Improvement Area #1 Projects with the PID Act, or the tax-exempt status of the Bonds, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any money paid to it in its capacity as Trustee; (iv) any calculation of arbitrage or rebate under the Code; (v) any loss suffered in connection with any investment of funds in accordance with this Indenture; (vi) undertaking any other action unless specifically authorized pursuant to a City Certificate or this Indenture; or (vii) the use of Bond proceeds or sufficiency of said proceeds or cash flow to accomplish the intended objective of the financing.

(b) The duties and obligations of the Trustee shall be determined by the express provisions hereof, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, which shall be deemed purely ministerial in nature. The Trustee will, prior to any Event of Default and after curing of any Event of Default, perform such duties and only such duties as are specifically set forth herein. The Trustee will, during the existence of an Event of Default, exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Such standard of care is not considered a fiduciary standard nor shall the Trustee be considered a fiduciary in the performance of its duties hereunder. The Trustee shall not be required to give any bond or surety in respect of the execution or the trusts and powers or otherwise in respect of the premises granted in this Indenture.

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties hereunder, except for its own gross negligence or willful misconduct as final adjudicated by a court of competent jurisdiction. In the absence of bad faith, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming on their face to the requirements of this Indenture, and shall be protected in acting or refraining from acting thereon. In no event shall the Trustee be liable for incidental, indirect, special, punitive or consequential losses or damages of any kind whatsoever (including, but not limited to, loss of profit) in connection with or arising from this Indenture or the existence, furnishing or use of the Improvement Area #1

Projects, irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(c) The Trustee, before the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth herein. If any Event of Default occurred and continues, the Trustee shall exercise such rights and powers hereby vested in it and shall use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs in exercising any rights or remedies or performing any of its duties hereunder.

(d) The Trustee shall not be responsible for any recital herein (except with respect to the authentication certificate of the Trustee endorsed on the Bonds) or for the recording, filing, or refiling of this Indenture, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency or security of the Bonds.

(e) The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application of any Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision hereof.

(f) The Trustee shall not be liable for any error of judgment made in good faith by any one of its officers, unless it is established that the Trustee was grossly negligent in ascertaining the pertinent facts.

(g) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of at least a Majority Interest of the aggregate Outstanding principal of the Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, hereunder.

(h) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default unless the Trustee is notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by an Owner of the Bonds. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no Event of Default.

(i) Before taking any action hereunder (other than, prior to the occurrence of an Event of Default, making any deposits, payments or transfers when required hereunder), the Trustee may require that a satisfactory indemnity or security be furnished to it for the payment or reimbursement of all costs and expenses (including, without limitation, attorney's fees and expenses) to which it may be put and to protect it against all loss, liability, cost or expense which it may incur in or by reason of such action, except liability which is finally adjudicated by a court of competent jurisdiction to have resulted from its gross negligence or willful misconduct.

(j) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge hereof and final payment of the Bonds.

(k) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, or receivers, and shall not be responsible for any misconduct or negligence on the part of any such agent, attorney or receiver, and the Trustee shall be entitled to rely and act upon the opinion or advice of its own counsel, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys, and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of its own counsel.

(l) The Trustee shall not be responsible or liable for the environmental condition or any contamination of the Improvement Area #1 Projects or any real property or improvements related thereto or for any diminution in value of the same as a result of any contamination by any hazardous substance, hazardous material, pollutant or contaminant. The Trustee shall not be liable for any claims by or on behalf of the Owners or any other person or entity arising from contamination by any hazardous substance, hazardous material, pollutant or contaminant, and shall have no duty or obligation to assess the environmental condition of the Improvement Area #1 Projects or any real property or improvements related thereto or with respect to compliance thereof under state or federal laws pertaining to the transport, storage, treatment or disposal of, hazardous substances, hazardous materials, pollutants or contaminants or regulations, permits or licenses issued under such laws.

(m) The Trustee is not responsible for force majeure events including, but not limited to, cyber-attacks on bank systems, pandemics and civil unrest.

Section 9.04 Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.05 Trustee Protected in Relying on Certain Documents.

The Trustee may require and conclusively rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture, to be paid for by the City or the Owners of the Bonds, that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions hereof, the Financing Agreement, and the Development Agreement, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry and shall not be deemed to have knowledge into any statements contained or matters referred to in any such instrument or verify any calculations in connection therewith. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request, or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor and upon transfer or in place thereof.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13.

Section 9.06 Compensation.

Unless otherwise provided by written contract between the Trustee and the City, the Trustee shall transfer from the Administrative Expense Fund compensation for all services rendered by it hereunder, including its services as Paying Agent and Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, upon delivery of an invoice therefor to the City, and the Trustee shall have a first lien therefor on the Administrative Expense Fund and, subject to the limitations established below, the Trust Estate as set forth below. The Trustee shall have the right to increase its fees as the cost of business dictates and as negotiated with the City. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur liability, financial or otherwise, in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City fails to make any payment required by this Section, the Trustee may make such payment from any moneys in the Administrative Expense Fund and, to the extent the amounts on deposit in the Administrative Expense Fund are insufficient to satisfy the amount owed to the Trustee for its fees and expenses, shall thereafter, and to the extent (and only to the extent) of such insufficiency, have a first lien with right of payment before payment on account of principal of or interest on any Bond, upon the Trust Estate under any provisions hereof for the foregoing advances, fees, costs, and expenses incurred. The right of the Trustee to fees, expenses, and indemnification shall survive the release, discharge, and satisfaction of this Indenture and the earlier resignation or removal of the Trustee.

Section 9.07 <u>Permitted Acts.</u>

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of holders of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether such committee shall represent the holders of a Majority Interest. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty or obligation and, with respect to such permissive rights, the Trustee shall not be answerable for other than its gross negligence or willful misconduct.

Section 9.08 <u>Resignation of Trustee.</u>

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.09 <u>Removal of Trustee.</u>

The Trustee may be removed at any time by a Majority Interest by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of a Majority Interest.

Section 9.10 <u>Successor Trustee.</u>

If the Trustee resigns, is removed, is dissolved, or becomes incapable of acting, or is adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property is appointed, or if any public officer takes charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee becomes vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed after any such vacancy occurs by a Majority Interest by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Until such successor Trustee shall have been appointed by a Majority Interest, the City shall forthwith (and in no event in excess of 30 days after the occurrence of such vacancy) appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds. Any duties and obligations of such predecessor Trustee shall thereafter cease and terminate and any fees and expenses then-owed to the predecessor Trustee shall be paid in full.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee pursuant to the provisions set forth herein, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

If in a proper case no appointment of a successor Trustee is made within 30 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.08 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process. Any duties and obligations of such predecessor Trustee shall thereafter cease and terminate, and the payment of the fees and expenses owed to the predecessor Trustee shall be paid in full.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profit aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to any Rating Agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11 Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor and upon payment of its costs hereunder, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and, upon the receipt of payment of its outstanding charges, shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12 Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13 Security Interest in Trust Estate.

Chapter 1208 applies to the issuance of the Bonds and the pledge of the Trust Estate provided for herein, and such pledge is, under current law, valid, effective and perfected. If and when State law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate hereunder granted by the City is to be subject to the filing requirements of Chapter 9, the City has covenanted and agreed in Section 2.01(d) to cause to be filed all appropriate initial financing statements to ensure that the Trustee (for the benefit of the Owners of the Bonds) is granted a valid and perfected first priority lien on the entire Trust Estate to comply with the applicable provisions of Chapter 9 and enable a filing to perfect the security interest in said pledge to occur. Nothing herein shall obligate the Trustee to file any initial financing statements; however, upon the City's timely delivery of a copy of any such filed initial financing statement, naming the Trustee as secured party or additional secured party, to the Trustee, the Trustee shall file continuation statements, at the City's expense, in conclusive reliance upon such initial financing statement(s) in the same jurisdictions as the initial financing statement(s) previously provided to the Trustee.

Section 9.14 Offering Documents.

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, financial report or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any State or federal securities laws in connection with the Bonds.

Section 9.15 Expenditure of Funds and Risk.

None of the provisions hereof shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of its rights or powers if the Trustee shall have reasonable grounds for believing that the repayment of such funds or indemnity against such risk or liability is not assured. The Trustee shall not be required to make any disbursement of funds until having collected funds.

Section 9.16 Accounts, Periodic Reports and Certificates.

(a) On the City's behalf, and so long as any Bonds remain Outstanding, the Trustee shall keep, separate and apart from all other records and accounts, full and proper books of record and accounts, including the Register, in which full, true and proper entries will be made of all dealing, business and affairs that relate to the Pledged Revenues, the Funds and Accounts hereunder created and maintained, and the Bonds. Such books and records shall at all times during the Trustee's regular business hours be subject to inspection by the City and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives (as duly authorized in writing). The Trustee and its agents shall have the right, but not the responsibility or duty, to inspect the Project, including all books and records.

(b) The Trustee will, via access to its online portfolio system, on a monthly basis, furnish the City and the Developer statements of all cash transactions, which include (but are not limited to) detail for all investment transactions made by the Trustee under Section 6.13, and statements of balances of all Funds and Accounts. Paper statements will be provided only upon written request.

(c) The Trustee shall have no responsibility with respect to the financial and other information received by it except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions hereof this Indenture. Specifically (but without limitation), the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

Section 9.17 Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds. Whether or not therein expressly so provided, every provision of this Indenture or any other financing document relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article IX.

Section 9.18 Required Contract Verifications.

The Trustee, for purposes of sections 2252.152, 2271.002, 2274.002, and 2276.002, Texas Government Code, as amended, hereby verifies that the company and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

1) Do not boycott energy companies and will not boycott energy companies during the term of this Indenture. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code, as amended;

2) Do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of such Agreement. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code, as amended. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code, as amended;

3) Do not boycott Israel and will not boycott Israel during the term of this Indenture. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code, as amended; and

4) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization, are not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under section 2252.153 or section 2270.0201 of the Texas Government Code, as amended. "Affiliate" means any entity that controls, is controlled by, or is under common control with the company within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

Notwithstanding anything contained herein, the representations and covenants contained in this section shall survive termination of this Indenture until the statute of limitations has run.

Section 9.19 Exemption from Disclosure Form.

The Trustee represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Trustee is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

ARTICLE X. MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.01 Amendments Permitted.

This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, executed by both the City and the Trustee, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of a Majority Interest. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the principal of or interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to the pledge and lien created for the benefit of the Bonds, (iii) except as otherwise permitted by this Indenture, permit the creation by the City of any pledge or lien upon the Trust Estate on a parity with the pledge and lien created for the benefit of the Bonds, or (iv) reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights, immunities, or obligations of the Trustee without its written consent.

This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by Applicable Laws and only for any one or more of the following purposes:

(a) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(b) to make modifications not adversely affecting any Outstanding Bonds in any respect;

(c) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;

(d) to authorize the issuance of a Series of Refunding Bonds, respectively, in accordance with the provisions of Section 7.03 (for the purpose of this subsection 10.01(d), a Supplemental Indenture includes an amendment and restatement of this Indenture); and

(e) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

No Supplemental Indenture under this Section shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that the effectiveness of such Supplemental Indenture will not adversely affect, in any respect, the (i) interests of the Owners enjoyed hereunder (as the same may have been amended or modified by a separate Supplemental Indenture) prior to the effectiveness of such subject Supplemental Indenture and (ii) exclusion of interest on any Bond from gross income for purposes of federal income taxation.

Section 10.02 Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event, the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.03 Procedure for Amendment with Written Consent of Owners.

To the extent that such amendment is permitted by Section 10.01, the City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, such Supplemental Indenture to take effect when and as provided in this Section.

A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto (as and if applicable), shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required hereunder and a notice shall have been mailed as hereinafter in this Section provided. Each consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 13.03. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds have filed their consents to the effectiveness of the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as herein provided (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided) upon the City and the Owners of all Bonds at the expiration of 45 days after such filing, except in the event of a final decree of a City Council of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 45 day period; provided, however, that the Trustee during such 45 day period and any such further period during which any such action or proceeding may be pending shall be entitled in its sole discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture as it may deem expedient, and the Trustee shall have no liability with respect to any action taken or any instance of inactions.

Section 10.04 Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.05 Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.06 Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.07 Waiver of Default.

Subject to the second and third sentences of Section 10.01, with the written consent of a Majority Interest, the Owners may waive compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners. For the avoidance of doubt, any waiver given pursuant to this Section shall be subject to Section 11.05.

Section 10.08 Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts hereby created, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of Bond Counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted hereby and compliant herewith. The Trustee may, but shall not be obligated to, enter into any Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture or otherwise.

No Supplemental Indenture shall modify any of the rights or obligations of the Trustee without its written consent. In executing or accepting any Supplemental Indenture, the Trustee shall be fully protected in relying upon an opinion of nationally recognized bond counsel engaged by the Trustee and addressed and delivered to the Trustee stating that (a) the execution of the Supplemental Indenture is permitted hereby and compliant herewith, (b) the execution and delivery thereof will not adversely affect the exclusion from federal gross income of the interest on the Bonds, and (c) such Supplemental Indenture will, upon the execution and delivery thereof, represent a valid and binding obligation of the City.

ARTICLE XI. DEFAULT AND REMEDIES

Section 11.01 Events of Default.

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default":

(a) The failure of the City to deliver Assessment Revenues to the Trustee for deposit pursuant to Section 6.03;

(b) The failure of the City to enforce the collection of the Assessments (including prosecution of foreclosure proceedings) pursuant to Section 7.01;

(c) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; and

(d) Default in the performance or observance of any other covenant, agreement or obligation of the City hereunder and the continuation thereof for a period of 90 days after written notice to the City by the Trustee, or by a Majority Interest with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

Section 11.02 Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any one or more of the Events of Default described in Section 11.01, the Trustee may, and at the written direction of a Majority Interest and its receipt of indemnity satisfactory to it shall, proceed against the City for the purpose of protecting and enforcing the rights of the Owners hereunder, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any City Council of competent jurisdiction, for any relief to the extent hereby permitted or by Applicable Laws, including (but not limited to) the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that any action for money damages against the City shall be limited in recovery to the assets of the Trust Estate (including the Pledged Revenues and amounts from time to time on deposit and then-held in the Pledged Funds and Accounts). The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

(b) AS PROVIDED IN SECTION 11.06, THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all then-Outstanding Bonds and to pay all other amounts due hereunder and in connection herewith, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale. The Trustee shall have no liability for its selection of Trust Estate assets to liquidate or sell.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized hereunder shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate (including Authorized Investments), to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request. The Trustee shall have no liability for its selection of Trust Estate assets to liquidate or sell.

Section 11.03 Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement hereof or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and a Majority Interest have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee written evidence of indemnity as provided in Section 9.02, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 60-day period by a Majority Interest, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, as advised by counsel, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement hereof or for any other remedy hereunder.

(b) Subject to Article VIII, nothing herein shall affect or impair the right of any Owner to enforce payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.04 Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues, the Pledged Funds and Accounts, or other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs, and expenses), liabilities, and advances incurred or made by the Trustee and the fees and expenses of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.02 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

First, to the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

Second, to the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due and to the Owners entitled thereto, without any discrimination or preference.

Within 10 days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.04.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.01, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms hereof.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.03, shall not extend to or affect any subsequent default hereunder or impair any right consequent thereon.

Section 11.05 Effect of Waiver.

No delay or omission of the Trustee or any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

The Trustee, if previously directed in writing by a Majority Interest, shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds.

Section 11.06 No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.01, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.07 Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.08 Exclusion of Bonds.

Bonds owned or held by or for the account of the City shall be promptly delivered to the Trustee and cancelled. Such Bonds will not be deemed Outstanding for any purpose, including without limitation, the purpose of consent or other action or any calculation of Outstanding Bonds provided for herein, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for herein.

Section 11.09 Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.10 Direction by Owners.

Anything herein to the contrary notwithstanding, a Majority Interest shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method and place of conducting any proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (a) such direction shall not be otherwise than in accordance with Applicable Laws and the provisions hereof, (b) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (c) that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII. PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 12.01 Trust Irrevocable.

The trust created by the terms and provisions hereof is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 12.02 <u>Satisfaction of Indenture.</u>

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner herein stipulated, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 12.03 <u>Bonds Deemed Paid.</u>

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (a) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (b) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (c) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (d) if the Bonds are then rated, the Trustee shall have received written confirmation from each Rating Agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds, and (e) the Trustee shall have received an opinion of Bond Counsel to the effect that (i) any Bond having been deemed to have been paid as provided in this Section is no longer Outstanding hereunder and is no longer secured by or entitled to the benefits of this Indenture, (ii) such defeasance is in accordance with the terms hereof, and (iii) such defeasance will not adversely affect the exclusion of interest on such Bond from gross income for purposes of federal income taxation. Neither Defeasance Securities nor money deposited with the Trustee pursuant to this Section, nor principal or interest payments on any such Defeasance Securities, shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XIII. MISCELLANEOUS

Section 13.01 Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 13.02 Reserved.

Section 13.03 Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(1) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of such authority.

(2) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bonds in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 13.04 Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 13.05 Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 13.06 Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 13.07 Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate, shall be in writing and shall be delivered by hand, mailed by first class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:
City of Eagle Pass, Texas
100 South Monroe Street
Eagle Pass, Texas 78852
Attn: City Manager
Fax No.: 830.773.9170
Email: homero.balderas@eaglepasstx.gov

If to the Trustee or the Paying Agent/Registrar:
BOKF, NA
Attn: Dayna Smith
5956 Sherry Lane, Suite 900
Dallas, Texas 75225
Phone: 214.987.8881

Email: dayna.smith@bankoftexas.com

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission, or other similar unsecured electronic methods; provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method), the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 13.08 Partial Invalidity; Severability.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 13.09 Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State applicable to contracts made and performed in the State.

Section 13.10 Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

*   *   *

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

BOKF, NA, as Trustee

By: ____

Name: Dayna Smith

Title: Vice President

CITY OF EAGLE PASS, TEXAS

By: ____

Name:_______________________________________

Title:_______________________________________

ATTEST:

____
City Secretary

[CITY SEAL]

Signature Page to Indenture of Trust

EXHIBIT A

FORM OF BONDS

(a) Form of Improvement Area #1 Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY OF EAGLE PASS, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED	REGISTERED
No. ________	$________

United States of America
State of Texas

CITY OF EAGLE PASS, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2025
(EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #1 PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER

City of Eagle Pass, Texas (the *City*) for value received, hereby promises to pay, solely from the Trust Estate, to CEDE & CO. or registered assigns, on the Maturity Date, as specified above, the sum of ________________________________ DOLLARS AND NO/100 ($________), unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date (defined below) to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year and continuing until maturity or prior redemption (each, an *Interest Payment Date*), commencing March 1, 2026.

Capitalized terms appearing herein that are defined terms in the hereinafter-defined Indenture, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Dallas, Texas (the *Designated Payment/Transfer Office*), of BOKF, NA, as trustee and paying agent/registrar (the *Trustee*, which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the 15th day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date that continues for 30 days or more thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date*, which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the Register at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the county in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City in the aggregate principal amount of $________ and having the designation specified in its title (herein referred to as the *Bonds*), dated November 1, 2025 and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of November 1, 2025 (the *Indenture*), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Improvement Area #1 Bonds, the Trustee, and the City, and the terms upon which the Improvement Area #1 Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Improvement Area #1 Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of Improvement Area #1 Projects, (ii) paying interest on the Improvement Area #1 Bonds during and after the period of acquisition and construction of the Improvement Area #1 Projects, (iii) funding the Reserve Account Requirement attributable to the issuance of the Improvement Area #1 Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying the costs of issuance of the Improvement Area #1 Bonds.

The Bonds are special, limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Improvement Area #1 Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in Authorized Denominations.

The Improvement Area #1 Bonds are subject to sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a price equal to 100% of the principal amount thereof, or portions thereof, to be redeemed plus accrued interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article IV of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

Term Improvement Area #1 Bonds Maturing [September 1], 20__	
Year	Sinking Fund Installment Amount ($)
*	

* Final Maturity

Term Improvement Area #1 Bonds Maturing [September 1], 20__	
Year	Sinking Fund Installment Amount ($)
*	

* Final Maturity

Term Improvement Area #1 Bonds Maturing [September 1], 20__	
Year	Sinking Fund Installment Amount ($)
*	

* Final Maturity

At least 45 days prior to each sinking fund redemption date, the Trustee shall select for redemption randomly by lot a principal amount of Improvement Area #1 Bonds of such maturity equal to the Sinking Fund Installments of such Improvement Area #1 Bonds to be redeemed, shall call such Improvement Area #1 Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.06 of the Indenture.

The principal amount of Improvement Area #1 Bonds required to be redeemed on any sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Improvement Area #1 Bonds of such maturity which, at least 45 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Improvement Area #1 Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Improvement Area #1 Bonds required to be redeemed on any redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Improvement Area #1 Bonds which, at least 45 days prior to the applicable Sinking Fund Installment payment date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The City reserves the right and option to redeem the Improvement Area #1 Bonds maturing on or after [September 1], 20__ before their scheduled maturity dates, in whole or in part, in amounts equal to Authorized Denominations, on or after [September 1], 20__, such redemption date or dates to be fixed by the City, at 100% of the principal amount of such Improvement Area #1 Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption.

Improvement Area #1 Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on the first day of any month, at a Redemption Price equal to at 100% of the principal amount of such Improvement Area #1 Bonds called for redemption, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

Upon surrender of any Bond for redemption in part, the Trustee in accordance with the Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, which shall be an Authorized Denomination. A new Bond representing the unredeemed balance of such Bond shall be issued to the Owner thereof, such exchange being without charge. If any Improvement Area #1 Bonds are to be redeemed and such redemption results in the unredeemed portion of a single Bond in an amount less than the Authorized Denomination, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

The Trustee shall give notice of any redemption of the Improvement Area #1 Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Improvement Area #1 Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Improvement Area #1 Bonds or portions thereof to be redeemed, any conditions to such redemption, and a statement that on the identified redemption date, if all conditions (if any) to such redemption have been satisfied, such Bond shall become due and payable and interest thereon shall cease to accrue. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

The City has the right to rescind any notice of optional or extraordinary redemption by delivery to the Trustee of written notice of such rescission on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Improvement Area #1 Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. Upon receipt of a City Certificate instructing the Trustee to rescind the then-effective notice of redemption, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

With respect to any optional redemption of the Improvement Area #1 Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Improvement Area #1 Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Improvement Area #1 Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Improvement Area #1 Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the Owners of Improvement Area #1 Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the Owners of specified percentages in aggregate principal amount of the Improvement Area #1 Bonds at the time Outstanding, on behalf of the Owners of all the Improvement Area #1 Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the Owner of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such Owner and upon all future Owners hereof and of any Bond issued upon the transfer hereof or in exchange herefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of Bond Counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Improvement Area #1 Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City reserved the right to issue Refunding Bonds payable from and secured by a lien on and pledge of the sources described above, on parity with the lien thereon and pledge thereof securing this Bond.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF CITY OF EAGLE PASS, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE IMPROVEMENT AREA #1 BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Improvement Area #1 Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Improvement Area #1 Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

____
Mayor, City of Eagle Pass, Texas

____
City Secretary

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller shall appear on the Initial Improvement Area #1 Bond:

REGISTRATION CERTIFICATE OF TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. ________
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office an opinion to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this ____________________.

____
Acting Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

BOKF, NA,
Dallas, Texas, as Trustee

DATED: __________

By: ________________________________
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

____

____

____

(Social Security or other identifying number:____________) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints ________________________________ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: ______________ ____

Signature Guaranteed By:

____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee

(e) Form of Initial Improvement Area #1 Bonds.

The Initial Improvement Area #1 Bond shall be in the form set forth in paragraphs (a), (b), (d) and (e) of this Exhibit A, except for the following alterations:

(1) immediately under the name of the Improvement Area #1 Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(2) in the first paragraph of the Improvement Area #1 Bond, the words "on the Maturity Date as specified above, the sum of _________ DOLLARS AND NO/100 ($_________)" shall be deleted and the following will be inserted: "on [September 1] in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule":

Year	Principal Installment ($)	Interest Rate (%)

(Information to be inserted from Section 3.02(c) of the Indenture); and

(3) the Initial Improvement Area #1 Bond shall be numbered T-1.

EXHIBIT B

FORM OF CITY CERTIFICATE

[City Letterhead]

BOKF, NA
Attn: Dayna Smith
5956 Sherry Lane, Suite 900 Dallas, Texas 75225

Re: City of Eagle Pass, Texas Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project)

Reference is made to the Indenture of Trust (the *Indenture*) by and between City of Eagle Pass, Texas (the *City*) and BOKF, NA (the *Trustee*), regarding the above-described transaction. In accordance with the Indenture, we hereby instruct you as follows:

[insert instructions]

This City Certificate, as executed by the City Representative (as defined in the Indenture) below, is provided in accordance with and complies with the provisions of the Indenture. The Trustee is hereby authorized to rely upon this City Certificate and to take the foregoing action(s). By submission of this City Certificate, the City hereby affirms that it remains in compliance with the covenants as set forth in the Indenture and all supplements related thereto.

Very truly yours,

CITY OF EAGLE PASS, TEXAS

By: ________________________________

Name: ______________________________

Title: _______________________________

EXHIBIT C

DTC LETTER OF REPRESENTATIONS

EXHIBIT B

BOND PURCHASE AGREEMENT

$[_________]
CITY OF EAGLE PASS, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #1 PROJECT)

BOND PURCHASE AGREEMENT

November 4, 2025

City of Eagle Pass, Texas
100 S. Monroe
Eagle Pass, Texas 78752

Ladies and Gentlemen:

The undersigned, Jefferies LLC (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with City of Eagle Pass, Texas (the "City"), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (as defined herein) between the City and BOKF, NA, Dallas, Texas as trustee (the "Trustee"), authorizing the issuance of the Bonds (as defined herein), and in the Limited Offering Memorandum (as defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $[__________] aggregate principal amount of the "City of Eagle Pass, Texas Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project)" (the "Bonds"), at a purchase price of $[__________] (representing the aggregate principal amount of the Bonds, plus a [net] premium of $_________, and less an Underwriter's discount of $[__________]) and no accrued interest.

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a "municipal advisor" (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of Authorized Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated _________, 2025, and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto, the Indenture (as defined herein), and the Limited Offering Memorandum (as defined herein). Payment for and delivery of the Bonds, and the other actions described herein, shall take place on December 4, 2025 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the "City Council") on November 4, 2025 (the "Bond Ordinance") and shall be issued pursuant to the provisions of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of November 1, 2025, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture").

The Bonds and interest thereon shall be secured by a first and prior lien on and pledge of the Trust Estate (as defined in the Indenture) consisting primarily of revenue from proceeds of special assessments (the "Assessments") levied against assessable property (the "Improvement Area #1 Assessed Property") located within Improvement Area #1 of the Eagle Pass Public Improvement District No. 1, pursuant to an ordinance adopted by the City Council on November 4, 2025 (the "Assessment Ordinance"). The District was established by a resolution (the "Creation Resolution"), enacted by the City Council on November 7, 2023, in accordance with the Act. The Assessments were levied in accordance with a service and assessment plan adopted by the City Council on November 4, 2025 (the "Service and Assessment Plan" and, together with the Creation Resolution, the Indenture, the Bond Ordinance and the Assessment Ordinance, the "Authorizing Documents"). The Bonds shall be further secured by certain applicable funds and accounts created pursuant to the Indenture.

The proceeds of the Bonds shall be used for (i) paying a portion of the Actual Costs of Improvement Area #1 Projects, (ii) paying interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #1 Projects, (iii) funding the Reserve Account Requirement attributable to the Bonds, and (iv) paying the Bond Issuance Costs.

3. Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof to persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or "Qualified Institutional Buyers" (as defined in Rule 144A under the Securities Act). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (as defined herein) the Issue Price Certificate (as defined herein).

4. Establishment of Issue Price. Notwithstanding any provision of this Agreement to the contrary, the following provisions related to the establishment of the issue price of the Bonds apply:

a. The Underwriter agrees to make a bona fide public offering of all of the Bonds and will, at or before Closing (as defined herein), execute and deliver to Escamilla & Poneck, LLP ("*Bond Counsel*"), an issue price certificate for the Bonds, prepared by Bond Counsel, and in accordance with this Section, in substantially the form attached hereto as Appendix B (the "*Issue Price Certificate*").

b. For purposes of this Section 2, the following definitions apply:

(i) "*Public*" means any person other than an underwriter or a related party,

(ii) "*Issue Price Underwriter*" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "*Related Party*" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "*Sale Date*" means the date of execution of this Agreement by all parties.

c. The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing the Issue Price Certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B**,** with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the Initial Offering Price (as hereinafter defined) or prices to the Public of the Bonds. All actions to be taken by the Issuer under this Section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

d. The Issuer will treat the first price at which 10% of each maturity of the Bonds (the "*10% Test*") is sold to the Public as of the Sale Date as the issue price of that maturity. At or promptly after the execution of this Agreement, the Underwriter shall report to the Issuer the price or prices at which the Underwriters have sold to the Public each maturity of Bonds. Those maturities of the Bonds that do not satisfy the 10% Test as of the Sale Date will be identified in the Issue Price Certificate and will be subject to the Hold-The-Offering-Price Rule (as hereinafter defined). For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

e. The Underwriter confirms that the Underwriters have offered the Bonds to the Public on or before the date of this Agreement at the offering price or prices (the "*Initial Offering Price*"), or at the corresponding yield or yields, set forth in Appendix B attached hereto, except as otherwise set forth therein. The Issue Price Certificate will set forth the maturities, if any, of the Bonds for which the 10% Test has not been satisfied as of the Sale Date (the "*Held Maturities*"). The Issuer and the Underwriters agree that the restrictions set forth in the next sentence shall apply to the Held Maturities, which will allow the Issuer to treat the Initial Offering Price to the Public of each such maturity as of the Sale Date as the issue price of that maturity (the "*Hold-The-Offering-Price Rule*"). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the Initial Offering Price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the Sale Date; or

(ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the Public at a price that is no higher than the initial offering price to the Public.

The Underwriter shall promptly advise the Issuer when the Underwriters have sold 10% of that maturity of the Bonds to the Public at a price that is no higher than the Initial Offering Price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

f. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) the agreement of each Underwriter to comply with the Hold-The-Offering-Price rule, as set forth in an agreement among the Underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the Public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall not be liable for the failure of any other Underwriter, any dealer who is a member of a selling group or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds.

g. The Underwriter confirms that: Any agreement among Underwriters, any selling group agreement and each third-party distribution agreement (to which the Underwriter is a party) relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Issue Price Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a Related Party to an Issue Price Underwriter participating in the initial sale of the Bonds to the Public, and (C) acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the Public, and (ii) any selling group agreement relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Issue Price Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each broker- dealer that is a party to such third-party distribution agreement to comply with the Hold-The- Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires.

The Underwriter acknowledges that sales of any Bonds to any person that is a Related Party to an Issue Price Underwriter shall not constitute sales to the Public for purposes of this Section

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated October 22, 2025, (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the MSRB Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the public offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the

Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25th) day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the "Non-City Disclosures") (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any maps included therein or under the captions and subcaptions "PLAN OF FINANCE — Development Plan," "PLAN OF FINANCE-Status of Development," "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BOOK-ENTRY-ONLY SYSTEM," "THE IMPROVEMENT AREA #1 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER," "THE ADMINISTRATOR," "APPRAISAL OF PROPERTY WITHIN THE DISTRICT," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #1 Projects and the Development), "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE — The Developer," and "— The Developer's Compliance with Prior Undertakings," "INFORMATION RELATING TO THE TRUSTEE" and "APPENDIX F." If such notification shall be subsequent to the Closing (as defined herein), the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access system within one (1) business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

6. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into and perform its duties and obligations under:

1. this Agreement;

2. the Indenture;

3. the Development Agreement, effective as of June 4, 2023 (the "Development Agreement") executed and delivered by the City and Empire Industrial Park LLC, a Texas limited liability company (the "Developer"); and

4. the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of [December 4], 2025 (the "Continuing Disclosure Agreement of Issuer"), executed and delivered by the City, P3Works, LLC (the "Administrator") and BOKF, NA, Dallas, Texas, as dissemination agent ("Dissemination Agent").

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Development Agreement, (4) the Continuing Disclosure Agreement of Issuer, (5) the Limited Offering Memorandum, and (6) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (6) being referred to collectively herein as the "City Documents").

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of governmental immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the Bond Ordinance and the other City Documents.

d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with the obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any portion of the Trust Estate or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of certain revenues and the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Assessment Ordinance and the Act on those parcels of land identified in the Assessment Rolls (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds (other than the City of Eagle Pass, Texas Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project) without the prior approval of the Underwriter.

j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum, as of its date through the date hereof, is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to Section 5d. of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5d. hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to Section 5d. of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5d. hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

m. Compliance with Rule 15c2-12. During the past five (5) years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and/or warranty, as applicable in the legal context, by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing Date it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing Date.

r. Financial Advisor. The City has engaged PFM Financial Advisors LLC as its financial advisor (the "Financial Advisor") in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

7. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer an executed Developer Letter of Representations (the "Developer Letter of Representations") in the form of Appendix A hereto, and, on the Closing Date, a certificate signed by the Developer as set forth in Section 10 e. hereof (the "Developer Closing Certificate").

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its "FAST" System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to Escamilla & Poneck, LLP ("Bond Counsel"), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter or Underwriter's Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer Letter of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter's Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and any other City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Winstead PC ("Developer's Counsel") shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, and the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of [______] [__], 2025, executed and delivered by the Developer, the Administrator, and the Dissemination Agent (the "Continuing Disclosure Agreement of Developer" and, together with the Developer Letter of Representation, the Development Agreement and the Landowner Certificate, the "Developer Documents"); and (v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, any other City Documents, the Developer Documents or other documents relating to the financing and construction of the Authorized Improvements and the Development (as defined in the Limited Offering Memorandum), and the Developer shall not be in default in the payment of principal of or interest on any of its indebtedness which default shall materially adversely impact the ability of the Developer to pay the Assessments when due or complete the Authorized Improvements.

d. Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 10 below.

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

1. legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the

United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

2. legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds or the Bonds are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

3. a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; provided, however that such suspension in trading or any disruption in securities settlement, payment or clearance service is not in force on the date hereof; or

4. there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii)

national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

5. there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or described in the Limited Offering Memorandum; or

6. any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

7. any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments pledged to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this

Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; and, upon the Underwriter's written request, the City has failed to amend or supplement the Limited Offering Memorandum in compliance with this Agreement or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10b. hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum but that Bond Counsel has reviewed the statements and information appearing in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts" as to which no opinion is expressed), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (except for the final paragraph thereof, as to which no opinion is expressed), "LEGAL MATTERS — Legal Opinions" (except for the final paragraph thereof, as to which no opinion is expressed), "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," and "APPENDIX B" and Bond Counsel is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance and the Indenture contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and do not contain any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinance and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Development Agreement, the Continuing Disclosure Agreement of Issuer, and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of the City Attorney dated the Closing Date and addressed to the Underwriter, the City and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinion of Developer's Counsel. Opinion of Developer's Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, the City Attorney, the Underwriter and the Trustee.

e. Developer Closing Certificate. The Developer Closing Certificate dated as of the Closing Date, signed by authorized officers of the Developer in substantially the form of Appendix E hereto.

f. City Closing Certificate. A certificate of the City, dated the Closing Date, signed by an appropriate City official, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and any other City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the

Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof;

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing;

(v) all official action of the City relating to the Limited Offering Memorandum, the Bonds and the City Documents have been duly taken by the City, are in full force and effect and have not been modified, amended, supplemented or repealed; and

(vi) to his or her knowledge, no event affecting the City has occurred since the date of the Limited Offering Memorandum which should be disclosed therein for the purpose for which it is to be used or which is necessary to be disclosed therein in order to make the statements and information therein not misleading in any respect.

g. Trustee's Counsel Opinion. An opinion of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the City and Bond Counsel, in form and substance reasonably acceptable to Underwriter's Counsel, the City and Bond Counsel to the following effect:

(i) The Trustee is duly organized, validly existing and in good standing as a national banking association organized under the laws of the United States of America, with full corporate power and authority to conduct its business and affairs as Trustee;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all the transactions involving the Trustee contemplated by, the Indenture;

(iii) The Indenture has been duly authorized, executed and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms; and

(iv) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and substance reasonably acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

i. Underwriter's Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of McCall, Parkhurst & Horton L.L.P. and Cantu Harden Montoya LLP (collectively, "Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(ii) Such counsel are not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, Escamilla & Poneck, LLP, as Bond Counsel, PFM Financial Advisors LLC, as Financial Advisor, P3 Works, LLC, public improvement district administrator, representatives of the Developer, its counsel, Winstead PC, and Slay Engineering Company, Inc. (the "Engineer") and its engineers and consultants and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond the date of this Agreement), and in reliance thereon, on oral and written statements and representations of the City, the Developer and others and on the records, documents, certificates, opinions and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the Preliminary Limited Offering Memorandum through the date of the Limited Offering Memorandum, and as of the date of this Agreement, based on the documents, drafts, and facts in existence and reviewed as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission Rule 15c2-12 or otherwise left blank and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum as of its date and as of the Closing Date contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, such counsel expressly excludes from the scope of this paragraph and expresses no view, with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, about any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices or any information about book-entry, DTC, Cede & Co., underwriting or underwriter, tax matters, included or referred to therein or omitted therefrom. No responsibility is undertaken or conclusion expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum; and

(iii) The Continuing Disclosure Agreement of Issuer satisfies the requirements contained in Securities and Exchange Commission Rule 15c2-12(b)(5) for an undertaking by the City for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by said Rule; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in numbered paragraph ii, above.

j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

k. Delivery of City Documents and the Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

m. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed) issued pursuant to the Code.

n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1 and Appendix E-2.

p. Letter of Representation of Assessment Consultant and Administrator. Letter of Representation of Administrator, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

q. Letter of Representation of the Appraiser and Appraisal. (i) Letter or Representation of the Appraiser, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property within the District as Appendix F to the Limited Offering Memorandum.

r. Evidence of Filing of Creation Resolution, Assessment Ordinance and Bond Ordinance. Evidence that (i) the Creation Resolution including a legal description of the District by metes and bounds, (ii) the Assessment Ordinance and (iii) the Bond Ordinance, including the legal description of the property within the District, the assessment rolls and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed have been filed of record in the real property records of Maverick County, Texas.

s. Developer Organizational Documents. The Developer shall have delivered to the Underwriter and the City, (i) fully executed copies of the Developer's organizational documents, (ii) a Certificate of Status from the Texas Secretary of State, for the Developer and (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

t. Rule 15c2-12 Certification. A resolution, order, or certificate whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds, which certification may be included in the Bond Ordinance.

u. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

v. BLOR. A copy of the current Blanket Issuer Letter of Representation to DTC signed by the City.

w. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement (unless waived by the Underwriter in its sole discretion), or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13 and 15 hereof.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, the opinion of Bond Counsel described in Section 10(a) hereof and all documents required to be delivered by the Developer.

12. Term of Agreement. Except for surviving representations, warranties, and indemnities of the parties to this Agreement, the term of this Agreement terminates upon the "end of the underwriting period" (as defined in Rule 15c2-12) or, if earlier, exercise of a termination right (which may not be based on and existing or incipient breach of a verification).

13. Costs and Expenses. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds and all other related documents; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's Financial Advisor, the Trustee's counsel, Bond Counsel, Developer's Counsel and the Trustee relating to the issuance of the Bonds; (iv) the Attorney General's review fees; (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the

Paying Agent/Registrar and Administrator; and (vi) the out of pocket, miscellaneous and closing expenses, including the cost of travel, of the City's officers and employees (vii) any other expenses mutually agreed to by the City and the Underwriter to be reasonably considered expenses of the City which are incident to the to the transactions contemplated hereby.

The Underwriter shall pay (from the expense component of the underwriting discount) the following expenses: (i)the cost of preparation and printing of this Purchase Contract, the Blue Sky Survey, if any; (ii) all advertising expenses in connection with the limited offering of the Bonds; (iii) all other expenses incurred by them in connection with the limited offering of the Bonds, including the fees associated with the Digital Assurance Certification, for continuing disclosure undertaking compliance review and the fees and disbursements of counsel retained by the Underwriters; (iv) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), and (v) any expenses voluntarily incurred by the Underwriters at its discretion (including, but not limited to travel, lodging, meals and similar expenses) in connection with offering and distribution of the Bonds.

The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Eagle Pass, Texas, 100 South Monroe, Eagle Pass, Texas 78852, Attention: City Manager. Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: Jefferies LLC, 300 Crescent Court, Suite 500, Dallas, Texas, Attention: Doug Hartman.

15. Parties in Interest; Survival of City Representations. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and covenants contained in this Agreement shall remain operative and in full force and effect and survive delivery of and payment for the Bonds and any termination, regardless of any investigations made by or on behalf of the Underwriter.

16. Survival of Representations and Warranties of Third Parties. All representations and warranties of the parties (other than the City and Underwriter) made in, pursuant to or in connection with this Agreement, including the appendices hereto, shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The City and the

Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

18. Severability. In case any one or more of the provisions contained herein 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.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Statutory Verifications. The Underwriter makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

The Underwriter represents that it has on file with the Attorney General a standing letter addressing the statutory verifications above (the "Covered Verifications") in a form acceptable to the Attorney General.

The Underwriter further represents and warrants that it has not received a letter (a "Request Letter") from either the Attorney General or Texas Comptroller seeking written verification related to Covered Verifications. In addition, at the request of the City or Bond Counsel or if the Underwriter or the parent company, a wholly- or majority-owned subsidiary or another affiliate of the Underwriter receives a Request Letter from the Attorney General or the Texas Comptroller in connection with a review of their standing letter, the Underwriter shall promptly notify the City and Bond Counsel (if it has not already done so) and provide to the City and Bond Counsel, at least two business days prior to the Closing and additionally upon request by the City or Bond Counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the Issuer and the Attorney General (the "Bringdown Verification"). The Bringdown Verification may be in the form of an email.

23. Form 1295. The Underwriter hereby represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof. Accordingly, the Underwriter is not required to file a Form 1295.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

JEFFERIES LLC, as Underwriter

By: ___________________________

Name: ________________________

Title:__________________________

Accepted at _____ a.m./p.m. central time on the ___ day of November, 2025.

CITY OF EAGLE PASS, TEXAS

By: ___________________________
Mayor

SCHEDULE I

$[__________]
CITY OF EAGLE PASS, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(Eagle Pass Improvement District No. 1 Improvement Area #1 Project)

Interest Accrues From: Closing Date

$_______ __% Bonds, Due ______, 20__, Priced to Yield _____%; CUSIP No.___ [(a) (b) (c)(d)]

$_______ __% Bonds, Due _______, 20__, Priced to Yield _____%; CUSIP No.___ [(a) (b) (c)(d)]

[(a)] CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services ("CGS"), managed by FactSet Research Systems Inc. on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for service provided by CGS. CUSIP numbers are provided for convenience of reference only. The City, the City's Financial Advisor (as defined herein) and the Underwriter do not take any responsibility for the accuracy of such numbers

[(b)] The initial reoffering prices or yields of the Bonds have been determined in accordance with the Substantial Amount Test.

[(c)] The Bonds maturing on or after ______, 20[__] are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, on any date on or after _______, 20[__], at the redemption price of 100% of the principal amount of such Bonds, or portion thereof, to be redeemed, plus accrued interest to date of redemption.

[(d)] The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

The Bonds maturing _______, 20[__], are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installment as set forth in the following schedule.

Term Bonds Stated to
Mature on ______, 20__

Year	Principal Amount ($)

Term Bonds Stated to
Mature on _______, 20__

Year	Principal Amount ($)

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

$[__________]
CITY OF EAGLE PASS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #1 PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

[__________], 2025

City of Eagle Pass, Texas
100 S. Monroe
Eagle Pass, Texas 786572

Jefferies LLC
300 Crescent Ct. #500
Dallas, Texas 75201

Ladies and Gentlemen:

This letter is being delivered to City of Eagle Pass, Texas (the "City") and Jefferies LLC (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $[__________] "Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, Empire Industrial Park, LLC, a Texas limited liability company (the "Developer"), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used and not otherwise defined in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

<u>Purchase and Sale of Bonds</u>. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps of the District therein and under the captions and subcaptions "PLAN OF FINANCE — Status of Development," "THE IMPROVEMENT AREA #1 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER," "APPRAISAL OF PROPERTY WITHIN THE DISTRICT" and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #1 Projects and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developer," "CONTINUING DISCLOSURE — The Developer," "SOURCES OF INFORMATION — Developer," "APPENDIX E-2" [and "APPENDIX F"] (collectively, the "Developer Disclosures") in accordance with subsection 4(f) herein.

Developer Documents. The Developer has executed and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

a. this Developer Letter of Representations;

b. the Landowner Agreement

c. the Financing Agreement

d. the Development Agreement;

e. the Continuing Disclosure Agreement of Developer; and

f. the Landowner Consent Certificates.

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the "Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party.

d. No Litigation. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. No "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which the Developer is a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Authorized Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default" by the Developer, has occurred and is continuing.

Indemnification.

a. The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act of 1933 or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under paragraph a. above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds, and (c) any termination of the Bond Purchase Agreement.

Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[Signature page follows.]

EXECUTED and DELIVERED as of this _____________, 2025.

EMPIRE INDUSTRIAL PARK, LLC
a Texas limited liability company,
as Developer

By:_______________________________

Name:
Title:

APPENDIX B

$[__________]
CITY OF EAGLE PASS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #1 PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, as the duly authorized representative of Jefferies LLC, ("Purchaser"), with respect to the "City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project)," issued by City of Eagle Pass, Texas ("Issuer") in the principal amount of $[___________] ("Bonds"), hereby certifies, based on its records and information, as follows:

(a) [Other than the Certificates maturing in ____________ ("Hold-the-Price Maturities"), the] [The]The first price at which at least ten percent ("Substantial Amount") of the principal amount of each maturity of the Bonds having the same credit and payment terms (a "Maturity") was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (the "Public") is set forth in the final Limited Offering Memorandum relating to the Bonds.

(Add (b) and (c) only if there are Hold-the-Price maturities)

(b) On or before the first day on which the Bond Purchase Agreement is entered into (the "Sale Date"), the Purchaser offered to the Public each Maturity of the Hold-the-Price Maturities at their respective initial offering prices (the "Initial Offering Prices"), as listed in the final Limited Offering Memorandum relating to the Certificates.

(c) As set forth in the Bond Purchase Agreement, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the respective Initial Offering Price for such Maturity until a date that is the earlier of the close of the fifth business day after the Sale Date or the date on which the Syndicate sells a Substantial Amount of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.

The first price at which at least ten percent ("Substantial Amount") of the principal amount of each maturity of the Bonds having the same credit and payment terms (a "Maturity") was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (the "Public") is set forth in the final Limited Offering Memorandum relating to the Bonds.

A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule A.

For purposes of this Issue Price Certificate, the term "Underwriter" means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

[Signature page follows.]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Escamilla & Poneck, LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED as of this _____________, 2025.

JEFFERIES LLC,
as Underwriter

By:_________________________________

Name:
Title:

SCHEDULE A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

APPENDIX C

[LETTERHEAD OF CITY ATTORNEY]

[____________], 2025

Jefferies LLC
300 Crescent Ct #500
Dallas, TX 75201

BOKF, NA
5956 Sherry Lane, Suite 900
Dallas, Texas 75225

City of Eagle Pass, Texas
100 S. Monroe
Eagle Pass, Texas 78672

$[_________]
CITY OF EAGLE PASS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #1 PROJECT)

Ladies and Gentlemen:

I am the City Attorney for the City of Eagle Pass, Texas (the "City") and I am rendering this opinion in connection with the issuance and sale of $[__________] "City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project)" (the "Bonds"), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to an ordinance enacted by the City Council of the City (the "City Council") on November 4, 2025 (the "Bond Ordinance") and are issued pursuant to Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of November 1, 2025, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In connection with rendering this opinion, we have reviewed the:

(a) a resolution creating the District (the "Creation Resolution") enacted by the City Council on November 7, 2023;

(b) an order levying the Assessments approved by City Council on November 4, 2025, 2025, and the service and assessment plan (the "Service and Assessment Plan") attached as an exhibit thereto (the "Assessment Ordinance");

(e) the Bond Ordinance, approved by City Council on November 4, 2025;

(g) the Indenture;

(f) Reserved;

(j) the Development Agreement, effective as of June 4, 2024 (the "Development Agreement") executed and delivered by the City and Empire Industrial Park, LLC, a Texas limited liability company (the "Developer"); and

(k) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of November [4], 2025 (the "Continuing Disclosure Agreement of Issuer"), executed and delivered by the City, P3Works, LLC, as the Administrator, and BOKF, NA, Dallas, Texas, as dissemination agent.

The Creation Resolution, the Assessment Ordinance, the Indenture and the Bond Ordinance shall herein after be referred to as the "Authorizing Documents" and the remaining documents shall herein after be collectively referred to as the "City Documents."

In all such examinations, we have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, we have assumed the due authorization, execution, and delivery of the City Documents by all parties other than the City.

Based on the information provided to us and subject to the foregoing and the additional qualifications and assumptions set forth herein, I am of the opinion that:

1. The City is a Texas political subdivision authorized to enter into and perform its obligations under the Authorizing Documents and the City Documents. The City has taken or obtained all actions, approvals, consents, and authorizations required of it by applicable Texas laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

2. There is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or, to the best of our knowledge, threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in the District pursuant to the provisions of the Assessment Ordinance, the Bond Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City; and there is no known basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (a) through (f) of this sentence.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The City Documents have been duly authorized and executed by the City and are legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the City Documents are authorized under applicable law and will not violate any provision of the Federal or Texas constitutional or statutory provisions.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

7. The City has duly authorized and executed the Preliminary Limited Offering Memorandum.

8. Based upon my limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Limited Offering Memorandum under the captions and subcaptions "ASSESSMENT PROCEDURES," "THE CITY," "THE DISTRICT," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" and " — The City's Compliance with Prior Undertakings" and "APPENDIX A" is a fair and accurate summary of the law and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City Documents under the circumstances contemplated thereby, to the best of my knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

[Signature page follows]

Sincerely,

____
City of Eagle Pass, Texas
City Attorney

APPENDIX D

[LETTERHEAD OF WINSTEAD PC, DEVELOPER'S COUNSEL]

[December 4], 2025

City of Eagle Pass, Texas
100 S. Monroe
Eagle Pass, Texas 78752

Jefferies LLC
300 Crescent Ct. #500
Dallas, Texas 75201

BOKF, NA
5956 Sherry Lane, Suite 900
Dallas, Texas 75225

Escamilla & Poneck, LLP
700 N. St. Mary's Street, Suite 850
San Antonio, Texas 78205

$[__________]
CITY OF EAGLE PASS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO.1
IMPROVEMENT AREA #1 PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to Empire Industrial Park, LLC, a Texas limited liability company ("the "Developer") in connection with the issuance and sale by the City of Eagle Pass, Texas (the "City"), of $[__________] City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project) (the "Bonds"), pursuant to the Indenture of Trust, dated as of November 1, 2025 (the "Indenture"), by and between the City and BOKF, NA, as trustee (the "Trustee"). Proceeds from the sale of the Bonds will be used, in part, to fund or reimburse certain public infrastructure improvements in the development known as "Empire Industrial Park" (the "Empire Industrial Park Development") located in City of Eagle Pass, Texas (the "City").

The Bonds are being sold to Jefferies LLC (the "Underwriter"), pursuant to that certain Bond Purchase Agreement dated November 4, 2025 (the "Bond Purchase Agreement"), between the City and the Underwriter.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents (collectively, the "Material Documents"):

#2090580.12

(1) the Development Agreement, effective as of June 4, 2024, by and among the City and the Developer;

(2) the Financing Agreement by and between the City and the Developer dated November 1, 2025 (the "Financing Agreement");

(3) the Developer Letter of Representations, dated as of [December 4], 2025, and signed by the Developer;

(4) the Landowner Agreement, dated [December 4], 2025, by and between the City and the Developer (the "Developer Landowner Agreement");

(5) The Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of November [4], 2025 executed and delivered by the Developer, P3Works, LLC, as Administrator, and BOKF, NA, as dissemination agent; and

(b) General Certificate of the Developer and the Closing Certificate of the Developer, each dated as of the date hereof (together, the "Developer Certificate").

(c) The Preliminary Limited Offering Memorandum dated [October 22,] 2025 relating to the issuance of the Bonds (the "Preliminary Limited Offering Memorandum").

(d) The final Limited Offering Memorandum dated [November 4], 2025, relating to the issuance of the Bonds (the "Limited Offering Memorandum").

(e) Such other documents, records, agreements and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Winstead PC attorneys who have given substantive attention to matters concerning the Developer during the course of our representation of the Developer in connection with the Material Documents, which knowledge has been obtained by such attorneys in their capacity as such after review of certificates, reports and information provided by the Developer, assuming such certificates, reports and information are accurate and complete. Further, the words "our knowledge" and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer), that: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto and that each such document constitutes a valid, binding, and enforceable obligation of each party thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its obligations under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental authority of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than the Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that the City nor its counsel have any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The Developer is (a) a Texas limited liability company duly formed, validly existing under the laws of the State of Texas and qualified to transact business as a Texas limited liability company, and (b) in good standing under the laws of the State of Texas.

2. The Developer has the power and authority under the Texas Business Organizations Code and the Developer's organizational documents to execute, deliver and perform its obligations under the Material Documents to which it is a party. The execution and delivery by the Developer of each Material Document to which it is a party, and the

performance by the Developer of its agreements set forth therein, have been duly authorized by all necessary limited liability company action under the laws of the State of Texas and the Developer's organizational documents.

3. The execution and delivery by the Developer of the Material Documents and the performance by the Developer of its obligations under the Material Documents will not (i) violate any applicable law; or (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its obligations under the Material Documents to which it is a party.

4. To our knowledge, no governmental approval which has not been obtained or taken is required to be obtained or taken by the Developer on or before the date hereof as a condition to the performance by the Developer of its obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

5. The Developer has duly executed and delivered each of the Material Documents to which it is a party, and each of the Material Documents constitute the legal, valid, and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part. The execution, delivery, and performance by the Developer of its respective obligations under the Material Documents do not violate any existing laws of the State of Texas applicable to the Developer or any ordinance of the City applicable to the Developer or any ordinance of the City applicable to the Developer.

6. To our knowledge after reasonable inquiry, there are no actions, suits or proceedings pending or threatened against the Developer identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Material Documents to which it is a party; (iii) the validity or enforceability against it of such Material Documents or the transactions described therein; (iv) the titles of the parties executing the Material Documents; (v) the execution and delivery of the Material Documents on behalf of the Developer; (vi) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial condition of the Developer; or (vii) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum.

7. The execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, Indenture, bond note, resolution, agreement or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Developer Certificate which violation, breach or default would materially adversely affect the Developer or its performance of its obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable law or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

8. The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps therein and under the captions "PLAN OF FINANCE" (excluding the subcaptions "—The District" and "—The Bonds"), "THE IMPROVEMENT AREA #1 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER," "CONTINUING DISCLOSURE – The Developer" and "– The Developer's Compliance with Prior Undertakings," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #1 Projects and the Development, each as defined in the Limited Offering Memorandum) and "LEGAL MATTERS — Litigation — The Developer," "APPENDIX E-2" accurately and fairly describe the information summarized under such captions and are correct as to matters of law, and do not contain any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and are correct as to matters of law.

Subject to the below qualifications and based upon our participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and our participation at conferences with representatives of the Underwriter and its Co-Counsel, of the City and its counsel, and with representatives of the Developer at which the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and any amendment or supplement thereto, except as described in paragraph 8 above, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph, with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum and as of [October 21], 2025, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.

(b) We have relied upon the Developer Certificate, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(c) Our opinion delivered pursuant to Section 5 above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisement, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Very truly yours,

Winstead PC

APPENDIX E

CLOSING CERTIFICATE OF EMPIRE INDUSTRIAL PARK, LLC

In connection with that certain Bond Purchase Agreement, dated [November 26], 2025 (the "Bond Purchase Agreement"), between the City of Eagle Pass, Texas (the "City") and Jefferies LLC (the "Underwriter") related to the City's $[__________] aggregate principal amount of Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project) (the "Bonds"), Empire Industrial Park, LLC, a Texas limited liability company (the "Developer"), DOES HEREBY CERTIFY the following as of [________], 2025. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Bond Purchase Agreement.

1. The Developer is a limited liability company, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City and the Underwriter to be used in connection with the offering by the City of the Bonds, pursuant to the City's Preliminary Limited Offering Memorandum, dated October 22, 2025 and Limited Offering Memorandum dated November 4, 2025 (together, the "Limited Offering Memorandum").

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer's organizational documents, and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed or caused the execution of, and delivered each of the Developer Documents (as defined in the Bond Purchase Agreement) in the capacity provided for therein, and each of the Developer Documents constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms.

6. The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

7. The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which Developer is a party. To the Developer's knowledge, after due inquiry, there are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would

reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum.

9. The Developer has reviewed and approved the information contained in the Limited Offering Memorandum under the captions "PLAN OF FINANCE" (excluding the subcaptions "—The District," and "—The Bonds"), "THE IMPROVEMENT AREA #1 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER" (only as it pertains to the Developer, the Improvement Area #1 Projects and the Development, each as defined in the Limited Offering Memorandum), "CONTINUING DISCLOSURE – The Developer" and "– The Developer's Compliance with Prior Undertakings," "APPRAISAL OF PROERTY WITHIN THE DISTRICT," and, to the best of the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #1 Projects and the Development, each as defined in the Limited Offering Memorandum) and "LEGAL MATTERS — Litigation — The Developer," "APPENDIX E-2," and certifies that the same does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading respecting the Developer and the portion of the Development owned by the Developer, provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

10. The Developer is in compliance in all material respects with all provisions of applicable law in all material respects relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of such portion of the Development as described in the Limited Offering Memorandum; and (b) we have no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

11. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

12. The levy of the Assessments (as defined in the Limited Offering Memorandum) on property in Improvement Area #1 of the District owned by the Developer will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

13. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the development of the Development.

14. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

[*Signature page to follow*]

EMPIRE INDUSTRIAL PARK, LLC,
a Texas limited liability company,
as Developer

By:__________________________________

Name:
Title:

APPENDIX F

[LETTERHEAD OF P3 WORKS, LLC]

[December 4], 2025

City of Eagle Pass, Texas
100 South Monroe
Eagle Pass, Texas 78852

Jefferies LLC
300 Crescent Ct #500
Dallas, TX 75201

Escamilla & Poneck, LLP
700 N. St. Mary's Street, Suite 850
San Antonio, Texas 78205

Re: City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of P3 Works, LLC. ("P3 Works"), consultant in connection with the creation by the City of Eagle Pass, Texas (the "City"), of Eagle Pass Public Improvement District No. 1 (the "District"), does hereby represent the following:

1. P3 Works has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated October 22, 2025 and the final Limited Offering Memorandum for the Bonds, dated November 4, 2025 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City, as described above. The information P3 Works provided for the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES" and "THE ASSESSMENT CONSULTANT AND ADMINISTRATOR" and (b) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX C to the Limited Offering Memorandum.

2. At the request of the City, P3 Works has prepared the SAP and acknowledges and agrees that the SAP will be included in the Limited Offering Memorandum for the Bonds.

3. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described in paragraph 1 above do not contain an untrue statement of a material fact as to the information and data set forth therein and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

4. We agree to the use of P3 Work's name in the Limited Offering Memorandum for the Bonds.

5. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about December

4, 2025) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in a material fact or render any such information materially misleading.

6. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

P3 WORKS, LLC

Name: ______________________________

By: ______________________________

Its: ______________________________

Signature Page – Administrator

APPENDIX G

[LETTERHEAD OF APPRAISER]

November [__], 2025

City of Eagle Pass, Texas
100 South Monroe
Eagle Pass, Texas 78852

Jefferies LLC
300 Crescent Ct #500
Dallas, TX 75201

Escamilla & Poneck, LLP
700 N. St. Mary's Street, Suite 850
San Antonio, Texas 78205

BOKF, NA
5956 Sherry Lane, Suite 900
Dallas, Texas 75225

Re: City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, [Integral Realty Resources-Dallas, appraiser of the property contained in the Eagle Pass Public Improvement District (the "District"), does hereby represent the following:

1. On behalf of the City of Eagle Pass, Texas, I have supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated October 22, 2025, and the Limited Offering Memorandum for the Bonds, dated on or about November 4, 2025 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City of Eagle Pass, Texas, as described above. The information I have provided is the real estate appraisal of the property in the District, located in APPENDIX F to the Limited Offering Memorandum, and the description thereof, set forth under the caption "APPRAISAL OF PROPERTY WITHIN THE DISTRICT."

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of the name of my firm in the Limited Offering Memorandum for the Bonds.

4. I agree that, to the best of my ability, I will inform you immediately should I learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about December 4, 2025) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any statement in the appraisal materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

INTEGRAL REALTY RESOURCES-DALLAS

____

By: ____________________________________

Its: ____________________________________

Signature Page -- Appraiser

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

CITY OF EAGLE PASS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #1 PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of [November 4], 2025 (this "Disclosure Agreement") is executed and delivered by and between the City of Eagle Pass, Texas (the "Issuer"), P3Works, LLC (the "Administrator") and BOKF NA, Dallas , Texas, acting solely in its capacity of dissemination agent (the "Dissemination Agent"), with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project)" (the "Bonds"). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of November 1, 2025, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Additional Obligations" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes or time warrants secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within the District in accordance with the PID Act.

"Administrative Expenses" refer to the fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services described herein and incorporated in the Annual Collection Costs further defined in the Indenture.

"Administrator" shall mean the Issuer or the person or independent firm designated by the City who shall have the responsibility provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District. The Issuer has selected P3Works, LLC as the current Administrator.

"Affiliate" shall mean an entity that owns property within Improvement Area #1 of the District and is controlled by, controls, or is under common control with the Developer.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Installment(s)" shall have the meaning assigned to such term in the Indenture.

"Annual Issuer Report" shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessments" shall have the meaning assigned to such term in the Indenture.

"Bond" or "Bonds" shall mean those certain "City of Eagle Pass, Texas Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project) that are secured by the Trust Estate, consisting primarily of actual revenues received by or on behalf of the City from the collection of Assessments levied against Assessed Property, or the Annual Installments thereof, for the Improvement Area #1 Projects.

"Business Day" shall mean any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close.

"Developer" shall mean with respect to Improvement Area #1, Empire Industrial Park, LLC.

"Disclosure Agreement of Developer" shall mean the Continuing Disclosure Agreement of the Developer dated as of November 4, 2025 executed and delivered by the Developer, P3Works, LLC, as Administrator and the Dissemination Agent.

"Disclosure Representative" shall mean the Finance Director of the Issuer or the designee of either of such officers, or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean BOKF, NA, Dallas, Texas, a national banking association duly organized and existing under the laws of the United States, acting solely in its capacity of dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean Eagle Pass Public Improvement District No. 1.

"EMMA" shall mean the Electronic Municipal Market Access System currently available on the internet at http://emma.msrb.org.

"Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Financing Agreement" means that certain "Eagle Pass Public Improvement District No. 1 (Improvement Area #1) Financing Agreement" between the City and Empire Industrial Park LLC, which provides, in part, for the deposit and use of Improvement Area #1 Bonds proceeds, payment of Actual Costs of Improvement Area #1 Project, and other matters related to the foregoing and as such agreement may be further amended from time to time.

"Fiscal Year" shall mean the Issuer's fiscal year, currently the 12 month period from October 1 through September 30.

"Issuer" shall mean the City of Eagle Pass, Texas

"Improvement Area #1" shall have the meaning assigned to such term in the Indenture.

"Improvement Area #1 Improvements" shall have the meaning assigned to such term in the Service and Assessment Plan.

"Limited Offering Memorandum" shall mean the Limited Offering Memorandum for the Bonds, dated November 4, 2025

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

"Outstanding" shall have the meaning assigned to such term in the Indenture.

"Owner" shall have the meaning assigned to such term in the Indenture.

"Participating Underwriter" shall mean Jefferies, LLC and its successors and assigns.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"Prepayment" shall mean the payment of all or a portion of an Assessment before the final Annual Installment thereof.

"Redemption Price" shall have the meaning assigned to such term in the Indenture.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Service and Assessment Plan" shall have the meaning assigned to such term in the Indenture.

"Trust Estate" shall have the meaning assigned to such term in the Indenture.

"Trustee" shall mean BOKF, NA, Dallas Texas a national banking association duly organized and validly existing under the laws of the United States of America, acting solely in its capacity as trustee hereunder, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in the Indenture.

SECTION 3. Provision of Annual Issuer Reports and Audited Financial Statements.

(a) The Issuer shall cause, pursuant to written direction, and hereby directs the Administrator to compile and prepare the Annual Issuer Report. The Administrator shall provide such Annual Issuer Report to the Issuer and the Dissemination Agent no later than ten (10) Business Days before the expiration of six months after the end of each Fiscal Year.

(b) The Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other form required by the MSRB, commencing with the Fiscal Year ending September 30, 2025, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer, if prepared and available, may be submitted separately from the Annual Financial Information, and later than the date required in this paragraph for the filing of the Annual Issuer Report if audited financial statements are not available by such date. If not provided with the Annual Issuer Report, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year may be submitted separately from the Annual Issuer Report, but shall be submitted within twelve (12) months after the end of the Issuer's Fiscal Year; provided, however, that if the audited financial statements are not complete by twelve (12) months after the end of the Issuer's Fiscal Year, then the Issuer shall provide unaudited financial statements within such period and the Issuer shall provide audited financial statements thereafter if prepared and when available.

The Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement, provided further, however, that the Annual Issuer Report must be submitted not later than six months after the end of the Issuer's Fiscal Year, commencing with the Fiscal Year ended September 30, 2025.

If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a). All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(c) The Issuer shall or shall cause the Dissemination Agent pursuant to written direction to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report on the date required in subsection (a);

(ii) file the Annual Issuer Report containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report , together with written instructions to file such financial information or financial statements with the MSRB, and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall provide written confirmation to the Issuer stating that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) Within six (6) months after the end of each Fiscal Year the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount, the principal amount remaining Outstanding and the interest amount remaining Outstanding;

(B) The amounts in the funds and accounts held under the Indenture securing the Bonds; and

(C) The assets and liabilities of the Trust Estate.

(ii) The principal and interest paid on the Bonds during such Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(iii) Any changes to the land use designation for the property in Improvement Area #1 from the purposes identified in the Service and Assessment Plan.

(iv) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Assessments in Improvement Area #1.

(v) The aggregate taxable assessed valuation for parcels or lots within Improvement Area #1 based on the most recent certified tax roll available to the Issuer.

(vi) Listing of any property or property owners in Improvement Area #1 representing more than twenty percent (20%) of the levy of Assessments, the amount of the levy of Assessments against such landowners, and the percentage of such Assessments relative to the entire levy of Assessments within Improvement Area #1, all as of the October 1 billing date for the Fiscal Year.

(vii) Collection and delinquency history of the Assessments within Improvement Area #1 for the past five Fiscal Years, in substantially the following format:

Collection and Delinquent History of Assessments in Improvement Area #1 of the District

Collected in Fiscal Year Ending 9/30	Assessment Billed	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Assessments Collected[1]
20__							
20__							
20__							
20__							
20__							$

[1] Collected as of _________, 20__. Includes $__________ attributable to Prepayments

(viii) For each calendar year, if the total amount of Annual Installments that are delinquent as of September 1 in such calendar year is equal to or greater than ten (10%) of the total amount of Annual Installments due in such calendar year, a list of parcel numbers for which the Annual Installments are delinquent.

(ix) Total amount of Prepayments collected, as of the [February 1] and [March 1], or as of the date of the Annual Issuer Report if dated prior to March 1, of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(x) The amount of delinquent Assessments by Fiscal Year:

(A) which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted);

(B) for which foreclosure proceedings have been instituted but have not been concluded;

(C) which have been reduced to judgment but not collected;

(D) which have been reduced to judgment and collected; and

(E) the result of any foreclosure sales of assessed property within Improvement Area #1 if the assessed property sold at a foreclosure sale represents more than one percent (1%) of the total amount of Assessments.

(xi) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) The audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer.

(c) See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. The Issuer has designated P3Works, LLC as the Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Issuer Reports under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference. The Dissemination Agent has no duty or obligation to determine whether or not the information contained in any completed forms containing financial information and operating data as shown in Exhibit B provided to it has been accurately completed and shall only be required to file the forms as completed and provided to it by either the Administrator or the Issuer, pursuant to written direction.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The Issuer does not intend for any sale by the Developer of real property within Improvement Area #1 in the ordinary course of the Developer's business to be considered a significant event for the purposes of number 10 above.

Any event described in number 12 above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in numbers 15 and 16 above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018. For the avoidance of doubt, the issuance of additional bonds, if any, under the Indenture or the incurrence of Additional Obligations without the filing of a corresponding official statement with the MSRB will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with this Section 5 must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent in writing to file a notice of such occurrence with the MSRB; provided, however, the Issuer shall deliver such written notice to the Dissemination Agent within seven (7) business days of the occurrence of such Listed Event in order for the Dissemination Agent to timely file such notice in a timely manner with the MSRB through EMMA. The Dissemination Agent shall file such notice no later than the three (3) Business Days immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event; provided that the Dissemination Agent shall not be liable for the filing of notice of any Listed Event more than ten (10) Business Days after the occurrence of such Listed Event if notice of such Listed Event is received from the Issuer more than seven (7) Business Days after the occurrence of such Listed Event; provided, however, the failure of the Issuer to provide timely written notice to the Dissemination Agent in accordance with this paragraph shall not constitute a failure of the Dissemination Agent to comply with the Rule's ten (10) business day filing requirement.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written direction of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which written direction from the Issuer to the Dissemination Agent shall be received within seven (7) business days after the occurrence of the Listed Event and the date of such filing provided by the Issuer shall not be more than ten (10) Business Days after the occurrence of the Listed Event or will result in failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 5. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, within five (5) Business Days of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed in writing by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than two (2) Business Days following the day on which it receives such written instructions. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer or any Owner or beneficial owner of any interests in the Bonds or any party as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to bond calls only), 10, 13, 14 or 15 of subparagraph (a) above is <u>not</u> material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after the occurrence of the Listed Event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 6. <u>Termination of Reporting Obligations</u>. The obligations of the Issuer, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be BOKF, NA, Dallas, Texas. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer. The Dissemination Agent may resign at any time with thirty (30) days' written notice to the Issuer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any reasonable amendment so requested in writing by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the Fiscal Year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of any Participating Underwriter or the Owners of more than 50% aggregate principal amount of Outstanding Bonds shall, and upon being indemnified to its satisfaction as against all costs, fees, expenses and liabilities for such actions, shall), or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of the Developer by the Developer, and a default under the Disclosure Agreement of the Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) Notwithstanding anything to the contrary contained herein, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitations the Annual Issuer Report) prepared by the Issuer or any disclosures made pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to indemnify and hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Annual Collection Costs collected from the property owners in Improvement Area #1, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the

Dissemination Agent's gross negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. **THE INDEMNIFICATION OF THE DISSEMINATION AGENT AS PROVIDED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT IF LIABILITIES DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF, OR RELATE TO, OR ARE ASSERTED TO HAVE RESULTED FROM, ARISEN OUT OF, OR RELATED TO, THE SOLE OR CONTRIBUTORY NEGLIGENCE OF THE DISSEMINATION AGENT.** The obligations of the Issuer under this Section shall survive termination of this Disclosure Agreement, resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. If the Issuer does not provide the Dissemination Agent with the Annual Issuer Report or Annual Financial Information in accordance herewith, the Dissemination Agent shall not be responsible for the failure to submit the Annual Issuer Report or Annual Financial Information, as applicable, to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting or refraining from acting in good faith upon the advice of such legal counsel.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Annual Collection Costs collected from the property owners in Improvement Area #1, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this

Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, THE ADMINISTRATOR, OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. The Dissemination Agent has no duties or obligations with respect to Exhibit C. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds or any other document related to the Bonds.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator, or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Administrative Expenses component of the Annual Installments collected from the property owners in Improvement Area #1 of the District, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 18. Statutory Verifications. The Dissemination Agent and the Administrator, each respectively, for purposes of sections 2252.152, 2271.002, 2274.002, and 2276.002, Texas Government Code, as amended, hereby verifies that the company and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

(a) Do not boycott energy companies and will not boycott energy companies during the term of this Indenture. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code, as amended;

(b) Do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of such Agreement. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code, as amended. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code, as amended;

(c) Do not boycott Israel and will not boycott Israel during the term of this Indenture. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code, as amended; and

(d) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization, are not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under section 2252.153 or section 2270.0201 of the Texas Government Code, as amended. "Affiliate" means any entity that controls, is controlled by, or is under common control with the company within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

SECTION 19. Notwithstanding anything contained herein, the representations and covenants contained in this section shall survive termination of this Indenture until the statute of limitations has run.

SECTION 20. Disclosure of Interested Parties. Submitted herewith is a completed Form 1295 in connection with the Administrator's participation in the execution of this Disclosure Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Issuer hereby confirms receipt of the Form 1295 from the Administrator, and the Issuer agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Administrator and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number, neither the Issuer nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Administrator; and, neither the Issuer nor its consultants have verified such information.

(a) Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a wholly owned subsidiary of a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement.

SECTION 21. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas. Each of the parties hereto hereby waives the right to trial by jury with respect to any litigation directly or indirectly arising out of, under, or in connection with this Disclosure Agreement

SECTION 25. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The parties hereto agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures

[*Signature pages follow*]

CITY OF EAGLE PASS, TEXAS

By: ______________________________________
City Manager

BOKF, NA
(as Dissemination Agent)

By: ______________________________________
Authorized Officer

P3WORKS, LLC
(as Administrator)

By: ______________________________
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL ISSUER REPORT

Name of Issuer:	City of Eagle Pass, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District Improvement Area #1 Project)(the "Bonds")
CUSIP Nos.:	[insert CUSIP Numbers]
Date of Delivery:	______________, 20__

NOTICE IS HEREBY GIVEN that the City of Eagle Pass, Texas (the "Issuer"), has not provided [an Annual Issuer Report][annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer dated as of [________,] 2025, between the Issuer, P3Works, LLC, as "Administrator" and BOKF, NA, Dallas, Texas, as "Dissemination Agent." The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by ________________.

Dated: _________________

BOKF, NA, Dallas, Texas
on behalf of the City of Eagle Pass, Texas
(as Dissemination Agent)

By: ______________________________________

Title: ______________________________________

cc: City of Eagle Pass, Texas

EXHIBIT B

CITY OF EAGLE PASS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #1 PROJECT)

ANNUAL ISSUER REPORT*

Delivery Date: __________, 20__

CUSIP Nos.: [insert CUSIP Numbers]

DISSEMINATION AGENT

Name: BOKF, NA, Dallas, Texas
Address: 5956 Sherry Lane, Suite 900
City: Dallas, TX, 75225
Telephone: 214.987.8881
Contact Person: Attn: Dayna Smith

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

*Excluding Audited Financial Statements of the Issuer

BALANCE OF FUNDS AND ACCOUNTS SECURING THE BONDS

Bonds (Principal Balance)	________________
Funds and Accounts (list)	________________
TOTAL ASSETS	________________

Accounting Type: ☐ Cash ☐ Accrual ☐ Modified Accrual

ITEMS REQUIRED BY SECTIONS 4(a)(ii) – (viii) OF THE CONTINUING DISCLOSURE AGREEMENT OF ISSUER RELATING TO THE CITY OF EAGLE PASS, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #1 PROJECT)

[Insert a line item for each applicable listing]

SECTION 4(a)(xI) COLLECTION AND DELINQUENCY HISTORY OF THE ASSESSMENTS WITHIN IMPROVEMENT AREA #1 FOR THE PAST FIVE FISCAL YEARS, IN THE FOLLOWING FORMAT:

Collection and Delinquent History of Assessments

Collected in Fiscal Year Ending 9/30	Assessment Billed	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Assessments Collected[1]
20__							
20__							
20__							
20__							
20__							$

[1] Collected as of _________, 20__. Includes $___________ attributable to Prepayments

ITEMS REQUIRED BY SECTIONS 4(a)(ix) – (xii) OF THE CONTINUING DISCLOSURE AGREEMENT OF ISSUER RELATING TO THE CITY OF EAGLE PASS, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #1 PROJECT)

[Insert a line item for each applicable listing]

EXHIBIT C

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]

Date	Delinquency Clock (Days)	Activity
January 31		Annual Installments are due..
February 1	1	Annual Installments of Assessments Delinquent if not received.
February 15	15	Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies. Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. **If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Dissemination Agent should be immediately notified in writing.** Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September. At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. **For properties**

[1] Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33 and 34, Texas Tax Code, as amended (the "Code"), and the Maverick County Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

		delinquent by more than one year or if the delinquency exceeds $10,000, the matter will be referred for commencement of foreclosure. **If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties**.
March 1	29/30	Trustee pays bond interest payments to Owners. Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection rate. Issuer, or the Trustee, on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw on the Fund for debt service. **Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.** Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments.
March 20	**48/49**	**If any property owner with ownership of property responsible for more than $10,000 of the Annual Installments of Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Annual Installments of Assessments.**
April 15	**74/75**	**Preliminary foreclosure activity commences, and Issuer to notify Dissemination Agent in**

		writing of the commencement of preliminary foreclosure activity. If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.
May 1	90/91	If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the Owners under Section 9.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
May 15	104/105	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than June 1 (day 121/122).
June 1	**121/122**	**Foreclosure action to be filed with the court.**
June 15	**135/136**	**Issuer notifies Trustee and Dissemination Agent of foreclosure filing status in writing.** Dissemination Agent notifies Owners.
July 1	151/152	If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than twenty-five percent (25%) of the Owners may request a meeting with the City Manager, Assistant City Manager or the Director of Finance to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed five percent (5%), Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Annual Installments of Assessments.

ORDINANCE NO. ________

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF EAGLE PASS, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #2 PROJECT)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH SAID BONDS; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SAID BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Eagle Pass, Texas (the *City*), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, has previously established the Eagle Pass Public Improvement District No. 1 (the *District*); and

WHEREAS, pursuant to the PID Act, the City's City Council (the *City Council*) published notice of the assessment hearing in a newspaper of general circulation in the City, and held a public hearing that convened and recessed on November 4, 2025, regarding the levy of special assessments within the District, and on said date, the City Council adopted an Ordinance levying such special assessments on Assessed Property within the District and approving and accepting the Eagle Pass Public Improvement District No. 1 Service and Assessment Plan, dated November 4, 2025 relating to the District (the *Assessment and SAP Ordinance*); and

WHEREAS, the City Council has found and determined that it is in the best interests of the City to issue its bonds to be designated "City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project)" (the *Bonds*), such Bonds to be payable from and secured by the Trust Estate, which consists primarily of the Pledged Revenues; and

WHEREAS, the City is authorized by the PID Act to issue the Bonds for the purpose of (i) paying Actual Costs of Authorized Improvements, (ii) paying interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds; and

WHEREAS, the City Council has found and determined to approve (i) the issuance of the Bonds to finance certain of the Actual Costs of Authorized Improvements, (ii) the form, terms and provisions of the Indenture securing the Bonds authorized hereby, (iii) the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the Underwriter (defined below), (iv) a Limited Offering Memorandum (defined below), and (v) a Continuing Disclosure Agreement (defined below); and

WHEREAS, the City Council has determined that adoption of this Ordinance authorizing the issuance of the Bonds and ordaining other matters herein described is in the best interests of the residents of the City; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, THAT:

SECTION 1: Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of $__________ for the purpose of (i) paying Actual Costs of Authorized Improvements, (ii) paying interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the *Indenture*), dated as of November 1, 2025, between the City and BOKF, NA, Dallas, Texas, as trustee (the *Trustee*), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor, Mayor Pro Tem, or City Manager of the City (each, a *City Representative*), such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as Exhibit A, and hereby incorporated by reference herein as a part hereof for all purposes. Each City Representative is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the City Representative.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amount or amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture, with such insertions, omissions and modifications as may be required to conform the form of Bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Trust Estate, including the Pledged Revenues, and shall never be payable from ad valorem taxes or any other funds or revenues of the City.

SECTION 2: Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to Jefferies LLC (the *Underwriter*) at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement, dated the date hereof, between the City and the Underwriter, attached hereto as Exhibit B (which Indenture is hereby incorporated by reference herein as a part hereof for all purposes), the terms of sale of such Bonds being hereby declared to be in the best interest of the City. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved and each City Representative is hereby authorized and directed to execute and deliver the Bond Purchase Agreement. A City Representative's signature on the Bond Purchase Agreement may be attested to by the City Secretary.

SECTION 3: Limited Offering Memorandum. The form and substance of the final Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto (the *Limited Offering Memorandum*) presented to and considered at the meeting at which this Ordinance is considered is hereby approved and adopted in all respects. The Limited Offering Memorandum, with such appropriate variations as shall be approved by a City Representative and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum (as defined in the Bond Purchase Agreement) and the Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed. The City Council deems the Preliminary Limited Offering Memorandum final, within the meaning of Rule 15c2-12 issued by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 (the *Rule*), as of its date, except for the omission of information specified in Section (b)(1) of the Rule, as permitted by Section (b)(1) of the Rule. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the City Council, the City Council is not responsible for and proclaims no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum pertaining to the District, Empire Industrial Park, LLC, a Texas limited liability company (the *Developer*) or its financial ability, any builders, any landowners or the appraisal of the property in the District.

SECTION 4: Continuing Disclosure Agreement. The Continuing Disclosure Agreement (the *Continuing Disclosure Agreement*) between the City, P3Works, LLC, and BOKF, NA, is hereby authorized and approved in substantially final form attached hereto as Exhibit C (which Continuing Disclosure Agreement is hereby incorporated by reference herein as a part hereof for all purposes) and each City Representative is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and approved by the City Representative, such approval to be evidenced by the execution thereof.

SECTION 5: Reserved.

SECTION 6: Additional Actions. Each City Representative and the City Secretary are hereby authorized and directed to take any and all actions on behalf of the City Council necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. Each City Representative and the City Secretary are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions and other documents (including any Certification of Payment) which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance or the transaction contemplated hereunder.

SECTION 7: Definition of Certain Terms. Capitalized terms used, but nor defined, herein shall have the respective meanings ascribed thereto in the Indenture.

SECTION 8: Incorporation of Preamble. The recitals contained in the preamble hereof are hereby found to be true and correct; and such recitals are hereby incorporated by reference and made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council acting in its discretionary, legislative capacity.

SECTION 9: Repeal of Conflicting Actions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance, are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 10: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 11: Severability. If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 12: Open Meeting. The City Council hereby officially finds, determines, and declares that the meeting at which this Ordinance is adopted was open to the public, and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 13: Effective Date. This Ordinance shall take effect and become effective upon passage and execution hereof.

[The remainder of this page is intentionally left blank.]

PASSED AND ADOPTED on the 4th day of November, 2025.

CITY OF EAGLE PASS, TEXAS

____
Mayor

ATTEST:

____
City Secretary

(CITY SEAL)

EXHIBIT A

INDENTURE OF TRUST

INDENTURE OF TRUST

By and Between

THE CITY OF EAGLE PASS, TEXAS

and

BOKF, NA,

as Trustee

DATED AS OF November 1, 2025

SECURING

CITY OF EAGLE PASS, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #2 PROJECT)

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of November 1, 2025 is by and between the CITY OF EAGLE PASS, TEXAS (the *City*), and BOKF, NA, as trustee (together with its successors, the *Trustee*). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition (the *Petition*) requesting the creation of a public improvement district located in the City to be known as Eagle Pass Public Improvement District No. 1 (the *District*) was signed and submitted by the then-record owners of taxable real property (i) representing more than 50% of the appraised value of taxable real property liable for assessment in the proposed District and (ii) that constituted more than 50% of the area of all taxable real property that was liable for assessment in the proposed District, and filed with the City Secretary of the City (the *City Secretary*) on February 2, 2023, pursuant to Chapter 372 of the Texas Local Government Code (the *PID Act*); and

WHEREAS, on September 26, 2023, after due notice, the City Council of the City (the *City Council*) held a public hearing in the manner required by law on the advisability of the improvement projects and services described in the Petition as required by Section 372.009 of the PID Act and closed such public hearing on November 7, 2023; and

WHEREAS, at a meeting held on November 7, 2023, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2023-54R adopted by a majority of the members of the City Council (the *Creation Resolution*), authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects and services and provided that such authorization for the creation of the District took effect on the date of adoption of the Creation Resolution; and

WHEREAS, not later than the seventh day after the date the City Council adopted the Creation Resolution, the City filed a copy of the Creation Resolution with the County Clerk of Maverick County, being the county in which the entirety of the District is located; and

WHEREAS, no written protests concerning the District's creation were filed with the City Secretary from any owners of record of property within the District within 20 days after November 7, 2023; and

WHEREAS, on October 14, 2025, the City Council, by the adoption of Resolution No. [__________], made findings and determinations relating to the Actual Costs of certain Authorized Improvements, received and accepted a preliminary service and assessment plan and proposed assessment roll, called a public hearing for November 4, 2025 to consider proposed assessments (the *Assessment Hearing*) and directed City staff to (i) file said proposed assessment roll with the City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act, (ii) publish notice of the Assessment Hearing as required by Section 372.016(b) of the PID Act, and (iii) mail notice of the Assessment Hearing as required by Section 372.016(c) of the PID Act to the last known address of the owners of the property liable for the assessments; and

WHEREAS, on October [__], 2025, pursuant to Section 372.016(b) of the PID Act, notice of the Assessment Hearing was published in the *Eagle Pass News Gram*, a newspaper of general circulation in the City; and

WHEREAS, the City staff, pursuant to Section 372.016(c) of the PID Act, caused for the mailing of notice of the Assessment Hearing to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, on November 4, 2025, the City Council convened the Assessment Hearing and at such hearing, all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to make any objection to the proposed assessment roll and the Assessments; and

WHEREAS, at the Assessment Hearing, no written objections or evidence in opposition to the Service and Assessment Plan, the allocation of Actual Costs of Improvement Area #2 Improvements, the Assessment Roll, or the levy of the Assessments were submitted to the City Secretary; and

WHEREAS, after considering all written and documentary evidence presented at the Assessment Hearing, including all written comments and statements filed with the City Secretary of the City, the City Council closed the Assessment Hearing; and

WHEREAS, on November 4, 2025, the City approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and levied the Assessments by adoption of Ordinance No. [_______] (hereinafter-defined and referred to as the *Assessment and SAP Ordinance*); and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purposes described in Section 3.01; and

WHEREAS, in accordance with the PID Act, the City Council now desires to issue its revenue bonds entitled "City of Eagle Pass, Texas Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project)" (the *Improvement Area #2 Bonds*) for the purposes set forth in the preamble of this Indenture, such Improvement Area #2 Bonds being payable solely from the hereinafter-defined Trust Estate; and

WHEREAS, the Trustee agrees to accept the trusts herein created and to serve as Trustee for the benefit of the Owners upon the terms set forth herein; and

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the *Trust Estate*):

FIRST GRANTING CLAUSE

The Pledged Revenues and all moneys and investments held in the Pledged Funds and Accounts, including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time-to-time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof; and

THIRD GRANTING CLAUSE

Any and all proceeds and products of the foregoing property described in the above granting clauses;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and ratable benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, if and to the extent that Assessments have been prepaid, the lien on the real property associated with such Prepayment shall be released, and the rights of the Trustee and Owners under this Indenture to proceed against the City for the purpose of protecting and enforcing the rights of the Owners with respect to such released real property shall terminate;

FURTHER PROVIDED, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate, and be void; otherwise, this Indenture is to be and remain in full force and effect; and

IN ADDITION, the Bonds are special and limited obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Indenture. The Bonds do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Owners shall never have the right to demand payment thereof out of any funds of the City other than the Trust Estate. The City shall have no legal or moral obligation to pay for the Bonds out of any funds of the City other than the Trust Estate.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I. DEFINITIONS, FINDINGS, AND INTERPRETATION

Section 1.01 Definitions.

In addition to those terms defined elsewhere in this Indenture, and unless expressly provided or the context clearly requires otherwise, the following terms used in this Indenture shall have the meanings specified below:

Account means any of the accounts established pursuant to Section 6.01(a) hereof.

Actual Costs mean, with respect to Authorized Improvements, the actual costs of constructing or acquiring such Authorized Improvements, paid or incurred by or on behalf of the Developer, (either directly or through affiliates), including: (1) the costs for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) the costs for all labor, bonds, and materials, including equipment and fixtures, owing to contractors, builders, and materialmen engaged in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, and architectural, engineering, consulting, and other governmental fees and charges; and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Developer.

Additional Interest means the additional interest, calculated at the Additional Interest Rate, charged and collected on the Assessments as permitted by, and pursuant to, Section 372.018 of the PID Act.

Additional Interest Rate means 0.50%.

Additional Obligations means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary note or time warrant secured in whole or in part by an assessment, other than the Assessments securing the Bonds levied against property within the District in accordance with the PID Act.

Administrative Expense Fund means the Fund of such name established and administered by Section 6.01(a) and Section 6.11, respectively.

Administrator means the City or the person or independent firm designated by the City who shall have the responsibility provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District, initially being P3Works, LLC.

Annual Assessment Revenues Deposit has the meaning ascribed thereto in Section 6.03(a).

Annual Collection Costs mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this Service and Assessment Plan, the PID Act, and any Indenture, with respect to the Bonds, including the City's continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

Annual Debt Service means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

Annual Installment means, with respect to the Assessed Property, the annual installment payments of an Assessment calculated by the Administrator and approved by the City Council, including: (i) principal of the Bonds; (ii) interest on the Bonds; (iii) Annual Collection Costs; and (iv) Additional Interest..

Annual Service Plan Update means an update to the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

Applicable Laws means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

Assessed Property means, for any year, any Parcel within Improvement Area #2 against which an Assessment is levied, other than Non-Benefited Property.

Assessment and SAP Ordinance means Ordinance No. ______ adopted by the City Council on November 4, 2025, that levied the Assessments on the Assessed Property and pursuant to which the City adopted the Service and Assessment Plan.

Assessment Revenue means money collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Property, or Annual

Installment payment thereof (including any interest on such Assessment or Annual Installment thereof during any period of delinquency), (ii) a Prepayment, (iii) Delinquent Collection Costs, and (iv) Foreclosure Proceeds.

Assessment Roll means, any assessment roll for the Assessed Property included in the Service and Assessment Plan as Exhibit F-1 thereto or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update showing the total amount of the Assessments, as updated, modified or amended from time to time in accordance with the procedures set forth in the Service and Assessment Plan and in the PID Act (including updates prepared in connection with any Annual Service Plan Update).

Assessments means, (i) singularly, the assessment levied against Assessed Property (as shown on the Assessment Roll), other than Non-Benefited Property, subject to reallocation upon the subdivision of an Assessed Property or reduction according to the provisions of the Service and Assessment Plan and the PID Act and (ii) plurally, the aggregate assessments shown on the Assessment Roll.

Attorney General means the Attorney General of the State of Texas.

Authorized Denomination means the dollar denomination in which Bonds from time to time are issued and outstanding, as specified herein with respect to the Improvement Area #2 Bonds or in a Supplemental Indenture with respect to any other Series of Bonds. Authorized Denominations of Improvement Area #2 Bonds means $100,000 and any integral multiple of $1,000 in excess thereof, or such smaller amount authorized by Section 4.05(c); provided, however, that upon receipt by Trustee, as Paying Agent/Registrar (or the Paying Agent/Registrar, if not also the Trustee), of written evidence that the Improvement Area #2 Bonds have received an Investment Grade Rating pursuant to Section 3.02(e), Authorized Denomination for the Improvement Area #2 Bonds shall mean $5,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating.

Authorized Improvements means the costs and improvements authorized by Section 372.003 of the PID Act, including the Improvement Area #2 Authorized Improvements.

Authorized Investments means (i) time deposits or certificates of deposit, secured in the manner required by State law for public funds, (ii) direct obligations of (including obligations the principal and interest on which are unconditionally guaranteed by) the United States of America, (iii) obligations of any agencies or instrumentalities of the United States of America, or (iv) such other investments as are permitted under the Public Funds Investment Act codified as Chapter 2256, as amended, Texas Government Code or any successor law thereto, as in effect from time to time.

Bond Counsel means Escamilla & Poneck, LLP or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

Bond Date means the date designated as the initial date of the Improvement Area #2 Bonds by Section 3.02(a) hereof.

Bond Fund means the Fund of such name established and administered pursuant to Section 6.01 and Section 6.05, respectively.

Bond Issuance Costs means the costs associated with issuing the Improvement Area #2 Bonds, including, but not limited to, attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, fees charged by the Texas Attorney General, and any other cost or expense incurred by the City directly associated with the establishment of the District and the issuance of the Improvement Area #2 Bonds.

Bond Ordinance means Ordinance No. _______ adopted by the City Council on November 4, 2025 authorizing the issuance of the Improvement Area #2 Bonds pursuant to this Indenture.

Bond Year means the one-year period beginning on October 1 in each year and ending on September 30 in the following year.

Bond or *Bonds* means all bonds or any bond of the City authorized by order of the City Council pursuant and issued in accordance with this Indenture, including the Improvement Area #2 Bonds, any Refunding Bonds, and any evidences of indebtedness issued in exchange or replacement of any of the foregoing, as permitted by this Indenture.

Business Day means any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the City where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close or any national holiday observed by the Trustee.

Capitalized Interest Account means the Account of such name of the Bond Fund established and administered pursuant to Section 6.01(a) and Section 6.05(e), respectively.

Certification for Payment means a certification for payment substantially in the form attached to the Financing Agreement as Exhibit C, executed by the Developer, submitted to the City and approved by the City Representative, and delivered to the Trustee, specifying the amount of work performed in pursuit of completion or acquisition of Improvement Area #2 Improvements and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in the Project Fund's Projects Account, all as further described in Section 6.06 and the provisions of the Financing Agreement incorporated by reference herein under Section 6.06(c).

Chapter 9 means Chapter 9, as amended, Texas Business and Commerce Code.

Chapter 1208 means Chapter 1208, as amended, Texas Government Code.

City means the City of Eagle Pass, Texas.

City Certificate means a certificate, in the form attached hereto as Exhibit B, signed by the City Representative and delivered to the Trustee certifying that the Trustee is authorized to take the action therein specified.

City Council shall have the meaning ascribed to such term in the recitals hereof.

City Engineer means the civil engineer or firm of civil engineers from time to time selected by the City to perform the duties set forth herein and (as applicable, if at all) the Financing Agreement, and the Development Agreement.

City Representative means the City Manager of the City and/or any official or agent of the City authorized by the City Council to undertake the action referenced herein.

Closing Date means the date of the initial delivery of and payment for the applicable Series of Bonds (being, with respect to the Improvement Area #2 Bonds, December 4, 2025).

Code means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings, and City Council decisions.

Comptroller means the Comptroller of Public Accounts of the State of Texas.

Continuing Disclosure Agreement or *Continuing Disclosure Agreements* means either or both of the Continuing Disclosure Agreements entered into, with respect to the Improvement Area #2 Bonds, (i) by and between the City, the Administrator, and the Dissemination Agent and (ii) by and among the Developer, the Administrator, and the Dissemination Agent.

Costs of Issuance Account means the Account of such name of the Project Fund established and administered pursuant to Section 6.01(a) and Section 6.06(d), respectively.

Defeasance Securities means (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; and (iv) any additional securities and obligations hereafter authorized by the laws of the State as eligible for use to accomplish the discharge of obligations such as the Bonds.

Delinquency and Prepayment Reserve Account means the Account of such name of the Reserve Fund established and administered pursuant to Section 6.01(a) and Section 6.08, respectively.

Delinquency and Prepayment Reserve Requirement means, initially, an amount equal to 5.5% of the principal amount of the Outstanding Bonds.

Delinquent Collection Costs means interest, penalties, and expenses incurred or imposed with respect to any delinquent Assessment or Annual Installment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment or Annual Installment and foreclosing the lien against the Assessed Property, including attorney's fees.

Designated Payment/Transfer Office means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in Dallas, Texas, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

Designated Successors and Assigns has the meaning ascribed thereto in the Financing Agreement.

Developer means Empire Industrial Park, LLC, a Texas limited liability company.

Development Agreement means that certain "Amended and Restated Development Agreement," dated as of June 4, 2024, by and between the City and the Developer, as the assignee of the original parties to the Development Agreement.

Dissemination Agent means BOKF, NA, Dallas, Texas, a national banking association duly organized and existing under the laws of the United States, acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the City and which has filed with the Trustee a written acceptance of such designation.

District shall have the meaning set forth in the first recital.

DTC means The Depository Trust Company of New York, New York, or any successor securities depository.

DTC Participant means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

Event of Default shall have the meaning, with respect to this Indenture, set forth in Section 11.01.

Excess Collections Fund means the Fund of such name established and administered pursuant to Section 6.01(a) and Section 6.09, respectively.

Financing Agreement means the "Eagle Pass Public Improvement District No. 1 Financing Agreement", dated as of November 1, 2025, by and between the City and the Developer, which provides, in part, for the deposit and use of Improvement Area #2 Bonds proceeds, payment of Actual Costs of Improvement Area #2 Improvements, and other matters related to the foregoing.

Foreclosure Proceeds means the proceeds, including interest and penalty interest (but excluding and net of all Delinquent Collection Costs), received by the City from the enforcement of the lien securing the levy of Assessments against any Assessed Property or Assessed Properties, whether by foreclosure of lien or otherwise, pursuant to Section 7.01(c).

Fund means any of the funds established pursuant to Section 6.01(a).

Improvement Area #2 means approximately 37.81 acres located within the District, as more specifically described in Exhibit L-3 and depicted on Exhibit A-3 to the Service and Assessment Plan.

Improvement Area #2 Bonds means that Series of Bonds styled "City of Eagle Pass, Texas Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project) issued pursuant to this Indenture.

Improvement Area #2 Improvements has the meaning ascribed thereto in the Service and Assessment Plan.

Indenture means this Indenture of Trust, dated as of November 1, 2025, by and between the City and the Trustee and pursuant to which the Improvement Area #2 Bonds are issued, as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

Independent Financial Consultant means any consultant or firm of consultants appointed by the City who, or each of whom: (i) is determined by the City to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the dominion and control of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City or related by consanguinity or affinity to any such officer or employee, but who may be regularly retained to make reports to the City.

Initial Bond means the Initial Improvement Area #2 Bond and, with respect to any other Series of Bonds, the initial bond set forth in the applicable Supplemental Indenture pursuant to which such other Series of Bonds are issued.

Initial Improvement Area #2 Bond means the initial bond set forth in Exhibit A hereto, representing the Improvement Area #2 Bonds.

Interest Payment Date means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of stated maturity or prior redemption, such dates being March 1 and September 1 of each year, commencing (with respect to the Improvement Area #2 Bonds) on March 1, 2026.

Investment Grade Rating means a rating assigned by a Rating Agency in one of such Rating Agency's four highest categories for long-term debt instruments (without regard for gradation within a rating category and without regard for credit enhancement) or otherwise designated as "investment grade" by a Rating Agency.

Irregular Assessment Revenues Deposit has the meaning ascribed thereto in Section 6.03(a).

Majority Interest means, as of any particular date of calculation, the Owners of no less than fifty-one percent (51%) of the principal amount of the then Outstanding Bonds.

Maximum Annual Debt Service means, as of the date of calculation, the maximum Annual Debt Service for any Bond Year through the final maturity date of any Outstanding Bonds.

Non-Benefited Property means Parcels within the boundaries of Improvement Area #2 that accrue no special benefit from the Authorized Improvements as determined by the City Council.

Outstanding means, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture, except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV hereof, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.09.

Owner means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.10.

Parcel means a specific property within Improvement Area #2 identified by either a tax parcel identification number assigned by the Maverick County Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

Paying Agent/Registrar means the Trustee, as the initial paying agent and registrar of the Improvement Area #2 Bonds, and any successor thereto (as herein provided).

Person or *Persons* means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

PID Act means Subchapter A of Chapter 372, as amended, Texas Local Government Code.

Pledged Funds and Accounts means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, the Redemption Fund, and the Excess Collections Fund, along with the Accounts therein created, held, and maintained, being Funds and Accounts pledged to secure the repayment of the Bonds, as well as each additional fund and account pledged to the repayment of any Refunding Bonds, but specifically excluding the Rebate Fund, and the Administrative Expense Fund.

Pledged Revenue Fund means the Fund of such name established and administered pursuant to Section 6.01(a) and Section 6.04, respectively.

Pledged Revenues means Assessment Revenues that remain after subtracting Annual Collection Costs, and Delinquent Collection Costs, plus earnings on investments of funds from time to time held in any of the Pledged Funds and Accounts, plus any additional revenues that the City may (after the date hereof and from time to time) pledge to the payment of Bonds.

Prepayment means, before the due date thereof, payment of all or a portion of an Assessment, plus accrued but unpaid interest to the date of prepayment, less any amounts (received at the time of such prepayment) that represent a payment of principal, interest or penalties on a delinquent installment of an Assessment (which other amounts are to be treated as the payment of the regularly scheduled Assessment).

Principal and Interest Account means the Account of such name of the Bond Fund established and administered pursuant to Section 6.01(a) and Section 6.05, respectively.

Project Fund means the Fund of such name established and administered pursuant to Section 6.01(a) and Section 6.06, respectively.

Projects Account means the Account of such name established and administered pursuant to Section 6.01(a) and Section 6.06(a), respectively.

Purchaser means, with respect to a Series of Bonds, the initial underwriter of such Bonds and, with respect to the Improvement Area #2 Bonds, Jefferies LLC.

Rating Agency means each of Moody's Investors Service, Inc., S&P Global Ratings, Fitch Ratings Inc., and any other nationally recognized statistical rating organization recognized as such by the SEC.

Rebate Amount has the meaning ascribed to such term in section 1.148-1(b) of the Regulations.

Rebate Fund means the Fund of such name established and administered pursuant to Section 6.01(a) and Section 6.10, respectively.

Record Date means the close of business on the fifteenth (15th) calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

Redemption Fund means the Fund of such name established and administered pursuant to Section 6.01(a) and Section 6.07, respectively.

Redemption Price means 100% of the principal amount of all or a portion of Bonds to be redeemed, plus accrued but unpaid interest to the date of redemption.

Refunding Bonds means City bonds issued, by Supplemental Indenture pursuant to Section 3.06 hereof, to refund any Improvement Area #2 Bonds or then-Outstanding Bonds previously issued to refund any Improvement Area #2 Bonds, which refunding bonds are secured by a lien on and pledge of the Trust Estate on parity with the lien thereon and pledge thereof securing the repayment of other then-Outstanding Bonds.

Register means the books and records maintained by the Paying Agent/Registration for documentation of the registration, payment, and transfer of Bonds of a particular Series.

Regulations means the regulations of the United States Department of the Treasury.

Reserve Account means the Account of such name of the Reserve Fund established and administered pursuant to Section 6.01(a) and Section 6.08, respectively.

Reserve Account Requirement means the least of (calculated from time to time as permitted hereunder and as of the Closing Date for any Series of Bonds then Outstanding): (i) Maximum Annual Debt Service on the Bonds; (ii) 125% of average Annual Debt Service on the Bonds, or (iii) 10% of the par amount of the Bonds.

Reserve Fund means the Fund of such name established and administered pursuant to Section 6.01(a) and Section 6.08, respectively.

SEC means the United States Securities and Exchange Commission.

Series means any designated series of Bonds issued under this Indenture or any Supplemental Indenture.

Service and Assessment Plan means the Service and Assessment Plan approved by the City Council pursuant to the Assessment and SAP Ordinance, as hereafter amended, updated, and/or restated pursuant to its terms, the current version of which is attached as Exhibit A to the Assessment and SAP Ordinance.

Sinking Fund Installment means the amount of money to redeem or pay at maturity the principal of Term Improvement Area #2 Bonds payable from such installments, at the times and in the amounts provided in Section 4.02 hereof.

State means the State of Texas.

Stated Maturity means the date the Bonds or any portion thereof are scheduled to mature (without regard to early redemption or prepayment).

Supplemental Indenture means an indenture of trust that has been duly executed by the Trustee and the City, acting pursuant to an order adopted by the City Council, entered into pursuant to Section 10.01 hereof that acts to amend or supplement this Indenture or pursuant to which a Series of Bonds (other than the Improvement Area #2 Bonds) is issued.

Tax Certificate means the Certificate as to Tax Exemption delivered by the City on the Improvement Area #2 Bonds' Closing Date setting forth the facts, estimates and circumstances in existence as of such date and establishing that it is not expected that the proceeds of the Improvement Area #2 Bonds will be used in a manner that would cause the interest thereon to be included in the gross income of the Owners thereof for federal income tax purposes.

Trust Estate means the Trust Estate described in the granting clauses of this Indenture.

Trustee means BOKF, NA, a national banking association duly organized and validly existing under the laws of the United States of America, acting solely in its capacity as trustee hereunder, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX hereof.

Section 1.02 Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any legal person, including any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization and government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II. PLEDGE OF TRUST ESTATE

Section 2.01 Pledge of Trust Estate as Security for the Bonds; Limited Obligations; Perfection of Security Interest.

(a) The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first and prior lien on and pledge of the Trust Estate.

(b) The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate (which includes and is primarily comprised of the Pledged Revenues and the Pledged Funds and Accounts). Payment of the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

(c) Other than through the issuance of Refunding Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on any portion of the Trust Estate and will not cause or allow any matter or things whereby the liens of this Indenture or the priority hereof might or could be lost or impaired. The City further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands, which (if unpaid) might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel, the same would endanger the lien on and pledge of the Trust Estate that secures the repayment of the Bonds.

(d) Pursuant to Chapter 1208, which applies to the issuance of the Bonds and the pledge of the Trust Estate hereunder granted by the City, the liens on, and security interest in, and pledges of the Trust Estate hereunder made shall be valid and binding and fully perfected from and after the Closing Date for the applicable Series of Bonds each issued under this Indenture, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture, or any other act, and such pledges are, therefore, valid, effective, and perfected. If State law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate hereunder granted by the City is to be subject to the filing requirements of Chapter 9, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9 and enable a filing to perfect the security interest in said pledge to occur.

Section 2.02 Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council. The City has ascertained and it is hereby determined and declared:

(a) that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles hereof;

(b) that each and every covenant or agreement herein contained and made is necessary, useful, or convenient in order to better secure the Bonds; and

(c) that this Indenture is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.03 Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the respective rights and duties of the City and the Trustee, relative thereto.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III. AUTHORIZATION FOR AND GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization for and Purpose of the Improvement Area #2 Bonds; Use of Proceeds.

The Improvement Area #2 Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and general laws of the State, including particularly the PID Act. The Improvement Area #2 Bonds shall be issued in the aggregate principal amount of $[_________], the proceeds from which shall be used for the purposes of (i) paying a portion of the Actual Costs of Improvement Area #2 Improvements, (ii) paying interest on the Improvement Area #2 Bonds during and after the period of acquisition and construction of the Improvement Area #2 Improvements, (iii) funding the Reserve Account Requirement attributable to the Improvement Area #2 Bonds, (iv) funding a deposit to the Administrative Expense Fund (v) paying the Bond Issuance Costs.

Section 3.02 Characteristics of the Improvement Area #2 Bonds.

(a) The Improvement Area #2 Bonds shall be dated November 1, 2025 (the *Bond Date*) shall be issued in Authorized Denominations and in fully registered form, without coupons. The Initial Improvement Area #2 Bond shall be numbered T-1; the definitive Improvement Area #2 Bonds shall be numbered separately from R-1 upward. In addition to the foregoing, the Improvement Area #2 Bonds shall have the characteristics specified in the Form of Bonds attached hereto as Exhibit A.

(b) Interest on the Improvement Area #2 Bonds shall be paid on each Interest Payment Date and accrue at the rate per annum set forth below, calculated on the basis of a 360-day year of twelve 30-day months, from the later of their Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for and shall continue until the principal thereof has been paid on the maturity date specified below or otherwise provided for.

(c) The Improvement Area #2 Bonds shall mature on [September 1] in the years and in the principal amounts and shall bear interest as set forth below:

Year	Principal Installment ($)	Interest Rate (%)
*		
*		
*		
*		

*Term Improvement Area #2 Bonds

(d) The Improvement Area #2 Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV hereof.

(e) The Improvement Area #2 Bonds are initially issued without a rating from any Rating Agency. Upon receipt of an Investment Grade Rating on the Improvement Area #2 Bonds, if at all, the City shall promptly notify the Dissemination Agent in writing of such rating action and provide written directive to (i) file a notice of such occurrence with the Municipal Securities Rulemaking Board and (ii) within one of day of its receipt of the same, forward such notice to the Trustee and the Paying Agent/Registrar (if not also the Trustee). The City shall cause any such to be filed within 10 Business Days of the City's receipt of notice of its occurrence.

Section 3.03 <u>Medium, Method and Place of Payment.</u>

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, which nonpayment continues for 30 days or more thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of a Special Record Date and of the scheduled payment date of the past due interest, which shall be 15 days after the Special Record Date (the *Special Payment Date*), shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of Bonds appearing on the Register at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at Stated Maturity or a of prior redemption date, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) In any case where the date of the maturity of interest on or principal of the Bonds, the date fixed for redemption of any Bonds, or the date any action is to be taken pursuant to the terms hereof is not a Business Day, the payment of interest or principal or the applicable action need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such original due date.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held, uninvested and in trust, by the Trustee for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State, any such payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be thereby used for any lawful purpose. Thereafter, none of the City, the Trustee, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed money or on account of any such Bonds, subject to any applicable escheat law or similar law of the State (including the provisions of Title 6, as amended, Texas Property Code).

Section 3.04 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual, electronic, or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile or electronic signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual, electronic, or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee, substantially in the form provided in Section (c) of the Form of Bond attached hereto as Exhibit A (such certificate, the *Certificate of Trustee*), duly authenticated by manual, electronic, or facsimile execution by an officer or duly authorized signatory of the Trustee. The same officer or authorized signatory of the Trustee shall not be required to sign the Certificate of Trustee applicable to each of the Bonds. In lieu of the executed Certificate of Trustee, the applicable Initial Bond delivered on the applicable Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in Section (b) of the Form of Bond attached hereto as Exhibit A, manually, facsimile, electronically executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that such Initial Bond has been duly approved by the Attorney General, is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On each Closing Date, one Initial Bond representing the entire principal amount of all of the Bonds of such Series then being initially delivered, payable in stated installments to the Purchaser, or its designee, executed on the City's behalf with the manual, electronic, or facsimile signatures of the Mayor and the City Secretary, approved by the Attorney General, and registered and manually, electronic, or facsimile signed by the Comptroller, will be delivered to the Purchaser or its designee. Upon payment for such Initial Bond, the Trustee shall cancel the Initial Bond and, upon satisfaction of the conditions precedent identified in Section 3.11 and, as applicable, Section 7.03, deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the applicable Series of Bonds, in the aggregate principal amount of all Bonds of the applicable Series for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05 Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar (if not also the Trustee), and any other Person may treat the Person in whose name any Bond is registered as the absolute owner thereof for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered in the Register on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and none of the City, the Trustee, or the Paying Agent/Registrar (if not also the Trustee) shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effective and shall discharge the liability of the City, the Trustee, and the Paying Agent/Registrar (if not also the Trustee) upon such payment, to the extent of the sums paid.

Section 3.06 Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Trustee, as Paying Agent/Registrar, represents and warrants that it will maintain a copy of the Register and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable. The Register shall be subject to City inspection upon its delivery to the Trustee, as Paying Agent/Registrar, of its written request to do so.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register. If any Bond is not presented for payment when the principal thereof becomes due, either at stated maturity, prior redemption, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner of such Bond for the payment thereof shall forthwith cease and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of such Owner, who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or with respect to said Bond.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate, in any Authorized Denomination, and in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Trustee, as Paying Agent/Registrar, is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee, as Paying Agent/Registrar, is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Trustee, as Paying Agent/Registrar, may, however, require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Trustee, as Paying Agent/Registrar, shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to stated maturity within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Trustee, as Paying Agent/Registrar, shall dispose of cancelled Bonds at the City's written direction in accordance with the records retention requirements of the Trustee.

Section 3.08 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond of a given Series of Bonds and pending the preparation of definitive Bonds of such Series, the proper officers of the City may execute and the Trustee, as Paying Agent/Registrar and upon the City's written request, shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any Authorized Denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee, as Paying Agent/Registrar, the Bonds in definitive form. Thereafter, and upon the presentation and surrender of the Bond or Bonds in temporary form to the Trustee, as Paying Agent/Registrar, Trustee, as Paying Agent/Registrar shall cancel the Bonds in temporary form and authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in Authorized Denominations, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 <u>Replacement Bonds.</u>

(a) Upon the presentation and surrender to the Trustee, as Paying Agent/Registrar, of a mutilated Bond, the City shall issue and the Trustee, as Paying Agent, shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Trustee, as Paying Agent/Registrar, may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed, or wrongfully taken, the City shall issue and the Trustee, as Paying Agent/Registrar and pursuant to applicable State law (in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser), shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(1) furnishes to the Trustee, as Paying Agent/Registrar, satisfactory evidence of his ownership of and the circumstances of the loss, destruction, or theft of such Bond;

(2) furnishes such security or indemnity as may be required by the Trustee and the Paying Agent/Registrar (if not also the Trustee) to save and hold them and the City harmless;

(3) pays all expenses and charges in connection therewith, including (but not limited to) printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar (if not also the Trustee) and any tax or other governmental charge that is authorized to be imposed; and

(4) satisfies any other reasonable requirements imposed by the City, the Trustee, and the Paying Agent/Registrar (if not also the Trustee).

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Trustee, as Paying Agent/Registrar, shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, Trustee, and the Paying Agent/Registrar (if not also the Trustee) in connection therewith.

(d) If such mutilated, lost, apparently destroyed, or wrongfully taken Bond has become or is about to become due and payable, the Trustee, as Paying Agent/Registrar, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10 Book-Entry-Only System.

(a) The Improvement Area #2 Bonds shall, and other Series of Bonds may, initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC in the form attached hereto as Exhibit C (the *Representation Letter*). On the Closing Date for each Series of Bonds initially issued in book-entry-only from and deposited with DTC, the definitive Bonds of such Series of Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City, the Trustee, and the Paying Agent/Registrar (if not also the Trustee) shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in such Bonds. Without limiting the immediately preceding sentence, the City, the Trustee, and the Paying Agent/Registrar (if not also the Trustee) shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in any Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to any Bonds (including any notice of redemption), or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision hereof to the contrary, the City, the Trustee, and the Paying Agent/Registrar (if not also the Trustee) shall be entitled to treat and consider the Person in whose name any Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest on such Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bonds, for the purpose of registering transfer with respect to such Bonds, and for all other purposes whatsoever. The Trustee, as Paying Agent/Registrar, or the Paying Agent/Registrar (if not also the Trustee) shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as herein provided, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on such Bonds to the extent of the sum or sums so paid. No Person, other than an Owner (as shown in the Register), shall receive a certificate (in form of a definitive Bond) evidencing the obligation of the City to make payments of amounts due pursuant hereto. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." used herein shall refer to such new nominee of DTC.

(b) In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, the City shall, with respect to Bonds of a Series at such time registered through DTC, (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository, and transfer one or more separate Bonds of such affected Series to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Trustee, as Paying Agent/Registrar, or the Paying Agent/Registrar (if not also the Trustee) to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, such affected Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging affected Bonds shall designate, in accordance with the provisions hereof.

(c) Notwithstanding any other provision hereof to the contrary, so long as Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the Representation Letter.

(d) A Supplemental Indenture may provide that a Series of Bonds will not be issued in book-entry-only form and, in such case, subsections (a) through (c) of this Section will not apply to such Series of Bonds.

Section 3.11 Conditions Precedent to Issuance of Improvement Area #2 Bonds.

The Improvement Area #2 Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Improvement Area #2 Bonds and, upon payment of the purchase price therefor, shall deliver the Improvement Area #2 Bonds upon the order of the City, but only upon prior delivery (which delivery may be via electronic mail in portable document (PDF) or similar format) to the Trustee of:

(a) a certified copy of the Assessment and SAP Ordinance;

(b) a certified copy of the Bond Ordinance;

(c) a fully executed copy of the Financing Agreement;

(d) fully executed copy of the Landowner Agreement(s);

(e) a fully executed copy of this Indenture;

(f) an executed City Certificate directing the authentication and delivery of the Improvement Area #2 Bonds, describing the Improvement Area #2 Bonds to be authenticated and delivered, designating the initial purchasers to whom the Improvement Area #2 Bonds are to be delivered, stating the purchase price of the Improvement Area #2 Bonds, and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City;

(g) a copy of the executed opinion of Bond Counsel in the form attached as Appendix D to the Limited Offering Memorandum, dated October [__], 2025, relating to the Improvement Area #2 Bonds;

(h) the approving opinion of the Attorney General and the Comptroller's registration certificate, each regarding the Improvement Area #2 Bonds;

(i) an executed signature and no-litigation certificate of the City;

(j) fully executed copies of both Continuing Disclosure Agreements.

ARTICLE IV. REDEMPTION OF BONDS BEFORE STATED MATURITY

Section 4.01 Limitation on Redemption.

The Improvement Area #2 Bonds shall be subject to redemption before their respective stated maturity only as provided in this Article IV. Each Series of Bonds, other than the Improvement Area #2 Bonds, shall be subject to redemption as provided in the Supplemental Indenture authorizing their respective and applicable issuance.

Section 4.02 Mandatory Sinking Fund Redemption.

(a) The Improvement Area #2 Bonds maturing on [September 1], 20[__] and [September 1], 20[__], (together, the *Term Improvement Area #2 Bonds*) are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City, in part, at the Redemption Price, from money available for such purpose in the Principal and Interest Account of the Bond Fund, on [September 1] in each of the years and in the respective Sinking Fund Installments as set forth in the following schedules:

Term Improvement Area #2 Bonds Maturing [September 1], 20[__]

Year	Sinking Fund Installment Amount ($)
*	

* Final Maturity

Term Improvement Area #2 Bonds Maturing [September 1], 20__

Year	Sinking Fund Installment Amount ($)
*	

* Final Maturity

(b) At least 45 days prior to each Sinking Fund Installment payment date, and subject to any prior reduction authorized by this Indenture, the Trustee shall select, in accordance with Section 4.05, a principal amount of the applicable Term Improvement Area #2 Bond equal to the Sinking Fund Installment amount of such Term Improvement Area #2 Bonds to be redeemed, shall call such Term Improvement Area #2 Bond for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.06.

(c) The principal amount of Term Improvement Area #2 Bonds required to be redeemed on any redemption date pursuant to Section 4.02(a) shall be reduced, at the option of the City, by the principal amount of such Term Improvement Area #2 Bonds which, at least 45 days prior to the Sinking Fund Installment payment date, shall have been acquired by the City at a price not exceeding the principal amount of such Term Improvement Area #2 Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee, as Paying Agent/Registrar for cancellation.

(d) The principal amount of Term Improvement Area #2 Bonds required to be redeemed on any redemption date pursuant to Section 4.02(a) shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Term Improvement Area #2 Bonds which, at least 45 days prior to the applicable Sinking Fund Installment payment date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.03 Optional Redemption.

The City hereby reserves the right, exercisable at its option on any date fixed by the City that occurs on or after [September 1], 20[__], to redeem prior to their dates of Stated Maturity, in whole or in part (but in Authorized Denominations) at the Redemption Price, the Improvement Area #2 Bonds maturing on or after [September 1], 20[__]. The Trustee shall receive written notice from the City of the City's intention to conduct an optional redemption of Bonds not less than forty-five (45) days prior to the date fixed for redemption.

Section 4.04 Extraordinary Optional Redemption.

(a) The City reserves the right and option to redeem the Improvement Area #2 Bonds before their respective scheduled maturity dates, in whole or in part and at the Redemption Price, on the first day of any month from amounts on deposit in the Redemption Fund as a result of Prepayments, transfers to the Redemption Fund made pursuant to Section 6.04(b), 6.08(d), 6.08(e)(2), or 6.08(g), respectively, or as a result of unexpended amounts transferred from the Project Fund's Projects Account, as provided in Section 6.06(d). The Trustee shall receive written notice from the City of the City's intention to conduct an optional redemption of Bonds not less than forty-five (45) days prior to the date fixed for redemption.

Notwithstanding the foregoing, the Trustee will not be required to effect an extraordinary optional redemption pursuant to this Section unless it has at least $1,000 available in the Redemption Fund with which to redeem Improvement Area #2 Bonds.

(b) In lieu of redeeming Improvement Area #2 Bonds with funds described in this Section, the City may purchase Improvement Area #2 Bonds of the maturity to be redeemed in the open market and at the price not in excess of that specified in Section 4.07.

Section 4.05 Partial Redemption.

(a) If less than all of a Series of Bonds are to be redeemed pursuant to Sections 4.02, 4.03, or 4.04, Bonds shall be redeemed in minimum principal amounts of $1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Series of Bonds by $1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

(b) In selecting the Bonds to be redeemed pursuant to Section 4.02, the Trustee may select Bonds randomly by lot.

(c) In selecting the Bonds to be redeemed pursuant to Section 4.03, the Trustee may rely on the directions provided in a City Certificate. If no such direction is provided by the City, the Trustee may select such Bonds to be redeemed randomly by lot.

(d) If less than all of a Series of Bonds are called for extraordinary optional redemption pursuant to Section 4.04, the Bonds or portion of a Bond, as applicable, to be redeemed shall be selected on a pro rata basis (as nearly as practicable) among all Outstanding of Bonds of such Series. Upon surrender of any Bond for redemption in part, the Trustee, in accordance with Section 3.08, shall authenticate and deliver an exchange Bond or Bonds of the same Series and in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.06 Notice of Redemption to Owners.

(a) Upon receipt at least 45 days prior the date fixed for redemption of a City Certificate providing to the Trustee the applicable redemption instructions, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice identified in Section 4.06(a) shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and (if less than all the Bonds of a particular Series then-Outstanding are to be redeemed, and subject to Section 4.05), identification of the Bonds (or portions thereof) to be redeemed, any conditions to such redemption, and a statement that on the identified redemption date, if all conditions (if any) to such redemption have been satisfied, such Bond shall become due and payable and interest thereon shall cease to accrue.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner actually receives such notice.

(d) The City has the right to rescind any notice of optional or extraordinary redemption described in Sections 4.03 or 4.04, respectively, by delivery to the Trustee of written notice of such rescission on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available and deposited with the Trustee on the Business Day prior to the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default hereunder. Upon receipt of a City Certificate instructing the Trustee to rescind the then-effective notice of redemption, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

With respect to any optional redemption of the Bonds pursuant to Section 4.03, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds, and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.07 Purchase Price for Bonds.

Upon receipt of written notice from the City specifying the Bonds to be purchased, the Trustee shall apply money available for redemption to the purchase of Bonds that were otherwise to be redeemed, in such order or priority and subject to such restrictions as may be herein prescribed, in the applicable manner provided in this Article IV. The purchase price paid by the Trustee on behalf of the City (excluding accrued and unpaid interest, but including any brokerage and other charges) for any Bond purchased by the City shall not exceed the principal amount of such Bond.

Section 4.08 Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on a specified date by setting aside and holding in trust an amount of money from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office of the Trustee (acting as Paying Agent/Registrar) on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.09 Effect of Redemption.

Notice of redemption having been given as provided in Section 4.06, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption, provided that funds for the payment of the Redemption Price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V. FORM OF THE IMPROVEMENT AREA #2 BONDS

Section 5.01 Form Generally.

(a) The Improvement Area #2 Bonds, including the Registration Certificate of the Comptroller, the Certificate of Trustee, and the Assignment to appear on each of the Improvement Area #2 Bonds, (i) shall be substantially in the form set forth in Exhibit A hereto, with such appropriate insertions, omissions, substitutions, and other variations as are hereby permitted or required, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Improvement Area #2 Bonds (as evidenced by their execution thereof).

(b) Any portion of the text of any Improvement Area #2 Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Improvement Area #2 Bonds.

(c) The definitive Improvement Area #2 Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Improvement Area #2 Bonds, as evidenced by their execution thereof.

(d) The Initial Improvement Area #2 Bond submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced.

(e) The form of each Series of Bonds, other than the Improvement Area #2 Bonds, shall be set forth in the applicable Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 5.02 CUSIP Registration.

The City may secure identification numbers through CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Improvement Area #2 Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Improvement Area #2 Bonds shall be of no significance or effect as regards the legality thereof; and none of the City, the Trustee, or the attorneys approving said Improvement Area #2 Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Improvement Area #2 Bonds. The Trustee (or the Paying Agent/Registrar if not also the Trustee) may include in any redemption notice a statement to the effect that the CUSIP numbers on the Improvement Area #2 Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners of the Improvement Area #2 Bonds and that neither the City nor the Trustee (or the Paying Agent/Registrar if not also the Trustee) shall be liable for any inaccuracies of such numbers.

Section 5.03 Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Improvement Area #2 Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI. FUNDS AND ACCOUNTS

Section 6.01 Establishment of Funds and Accounts.

(a) The following Funds and Accounts are hereby created and hereunder established by the Trustee:

(1) Pledged Revenue Fund;

(2) Bond Fund, and within such Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account;

(3) Project Fund, and within such Project Fund:

(A) Projects Account; and

(B) Costs of Issuance Account;

(4) Redemption Fund;

(5) Reserve Fund, and within such Reserve Fund:

(A) Reserve Account; and

(B) Delinquency and Prepayment Reserve Account;

(6) Excess Collections Fund;

(7) Rebate Fund; and

(8) Administrative Expense Fund

(b) Each Fund, and each Account (and each subaccount, if any) created within such Fund, shall only be established as needed and shall be maintained by the Trustee separate and apart from all other funds and accounts of the Trustee and the City, respectively. The Trustee may, from time to time, upon written direction from the City, pursuant to a City Certificate, create additional Funds or Accounts hereunder as may be necessary. The Pledged Funds and Accounts shall constitute trust funds, held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(c) Amounts, including Authorized Investments (and earnings resulting therefrom), from time to time on deposit in the Funds and Accounts hereunder created and maintained shall be used only for the purposes and in the manner permitted or required hereunder.

Section 6.02 <u>Initial Deposits to Funds and Accounts.</u>

The proceeds from the sale of the Improvement Area #2 Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(a) to the Capitalized Interest Account of the Bond Fund: $[______];

(b) to the Reserve Account of the Reserve Fund in satisfaction of the Reserve Account Requirement attributable to the issuance of the Improvement Area #2 Bonds: $[________];

(c) to the Administrative Expense Fund: $[_______];

(d) to the Costs of Issuance Account of the Project Fund: $[_______]; and

(e) to the Projects Account of the Project Fund: $[_______].

Section 6.03 <u>Delivery of Assessment Revenues to the Trustee; Use.</u>

(a) On or before February 15 of each year while the Bonds are Outstanding, beginning February 15, 2026, the City hereby directs the Trustee to deposit or cause to be deposited with the Trustee all Assessment Revenues at such time collected and held by the City (each of the foregoing, an *Annual Assessment Revenues Deposit*). In addition, any time after each February 15 (commencing on February 15, 2026) and within 10 Business Days of its receipt of the same, the City hereby directs the Trustee to deposit or cause to be deposited with the Trustee all Assessment Revenues received after February 15 of each year (any of the foregoing, an *Irregular Assessment*

Revenues Deposit). Upon its receipt of an Annual Assessment Revenues Deposit or an Irregular Assessment Revenues Deposit, the Trustee shall deposit such Assessment Revenues as hereafter provided.

(b) Concurrently with its delivery to the Trustee of each Annual Assessment Revenues Deposit, the City shall deliver to the Trustee a City Certificate identifying, for such then-current calendar year, the portions of such Annual Assessment Revenues Deposit attributable to principal of (including Sinking Fund Installments) and interest on the Bonds, Annual Collection Costs, District Formation Costs, and Additional Interest. In addition, such City Certificate shall identify any of such Annual Assessment Revenues Deposit attributable to Delinquent Collection Costs (collected pursuant to Section 7.01(c)), Prepayments, or Foreclosure Proceeds.

(c) Concurrently with its delivery to the Trustee of any Irregular Assessment Revenues Deposit, the City shall deliver to the Trustee a City Certificate identifying the amount of such Irregular Assessment Revenues Deposit attributable to principal of (including Sinking Fund Installments) and interest on the Bonds, Annual Collection Costs, and Additional Interest. In addition, such City Certificate shall identify any of such Irregular Assessment Revenues Deposit attributable to Delinquent Collection Costs (collected pursuant to Section 7.01(c)), Prepayments, or Foreclosure Proceeds.

(d) From Assessment Revenues, and in the amounts specified in the City Certificate described in Section 6.03(b) or Section 6.03(c), the Trustee shall deposit to the Administrative Expense Fund the Annual Collection Costs and the Delinquent Collection Costs.

(e) All Assessment Revenues that remain after the Trustee's compliance with Section 6.03(d) constitute Pledged Revenues and, accordingly, shall be deposited to the Pledged Revenue Fund for further disbursement in accordance with Section 6.04.

Section 6.04 Pledged Revenue Fund.

(a) From each Annual Assessment Revenues Deposit and Irregular Assessment Revenues Deposit, the Trustee shall (immediately after its deposit of Pledged Revenues therefrom to the Pledged Revenue Fund pursuant to Section 6.03(e)) make the following reservations or transfers of amounts deposited to the Pledged Revenue Fund, in the identified manner and order of priority (and subject to the availability of funds):

(1) Regarding Prepayments and Foreclosure Proceeds:

(i) Transfer all Prepayments to the Redemption Fund; and

(ii) Transfer all Foreclosure Proceeds, as directed by the City pursuant to a City Certificate, *first*, to the Reserve Fund to restore any prior transfers from the Accounts within the Reserve Fund made with respect to the Assessed Property to which the Foreclosure Proceeds relate (with such deposits further allocated, *first*, to the Reserve Account to replenish the Reserve Account Requirement and, *second*, to the Delinquency and Prepayment Reserve Account to replenish the Delinquency and Prepayment Reserve Requirement) and, *second*, to the Redemption Fund.

(2) Regarding all other Annual Assessment Revenues Deposit or Irregular Assessment Revenues Deposit:

(i) First, reserve and hold in the Pledged Revenue Fund until used in the manner specified in Section 6.04(b) an amount equal to scheduled debt service on the Bonds (to include any Sinking Fund Installment) coming due in the then-current calendar year, taking into account any amounts then on deposit in the Principal and Interest Account of the Bond Fund and any expected withdrawals from the Capitalized Interest Account pursuant to Section 6.05(e), the Reserve Fund pursuant to Section 6.08(f), the Rebate Fund pursuant to Section 6.10(d), or from any other permitted source;

(ii) Second, transfer to the Reserve Account of the Reserve Fund such amount as is necessary (if at all, after taking into account any amounts at such time on deposit therein) to cause the balance of such Account to equal to the Reserve Account Requirement;

(iii) Third, transfer to the Delinquency and Prepayment Reserve Account of the Reserve Fund the amount of Additional Interest identified in the City Certificate delivered to the Trustee pursuant to Section 6.03(b), as, until and unless otherwise required pursuant to Section 6.08(b); and

(iv) Fourth, all remaining amounts (if any) to the Excess Collections Fund.

(b) From time to time as needed to pay scheduled debt service on the Bonds (to include any Sinking Fund Installment) coming due in the then-current calendar year, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from such amounts retained in the Pledged Revenue Fund pursuant to Section 6.04(a)(2)(i) and transfer to the Principal and Interest Account of the Bond Fund an amount necessary to cause the total amount then on deposit in the Principal and Interest Account, taking into account any transfers to such Account described in Section 6.04(a)(2)(i)), to equal the principal (including any scheduled Sinking Fund Installment) of, if any, and interest on the Bonds coming due on such Interest Payment Date.

(c) Notwithstanding any provision hereof to the contrary, the Trustee shall, from Pledged Revenues and prior to any other use of the same, transfer from the Pledged Revenue Fund to the Rebate Fund the amount instructed by the City pursuant to a City Certificate.

Section 6.05 Bond Fund.

(a) The Bond Fund, generally, and the Principal and Interest Account, specifically, shall be maintained for the purpose of paying regularly-scheduled principal of (including Sinking Fund Installments) and interest on the Bonds.

(b) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installment) and interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as specified in Section 6.05(c) below or any transfer from the Reserve Fund pursuant to Section 6.08(e)(1)(C) or Section 6.08(f), respectively, to pay principal of certain Bonds.

(c) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in Section 6.05(a), the Trustee shall withdraw from the Accounts of the Reserve Fund amounts necessary to cover the amount of such insufficiency, *first* (and until depletion of such Account), from the Delinquency and Prepayment Reserve Account and, *second*, from the Reserve Account. Amounts withdrawn from the Reserve Fund pursuant to this Section shall be deposited to the Principal and Interest Account and transferred to the Paying Agent/Registrar concurrently or in close proximity (but in all occurrences, on the same day) as transfers made under Section 6.05(b).

(d) If, after adding the transfers identified in Section 6.04(c) to any requisite transfer from the Reserve Fund pursuant to Section 6.05(c), the amounts on deposit in the Principal and Interest Account are insufficient to make the scheduled principal and interest payments due and owing as described in Section 6.05(b), the Trustee shall apply the available funds in the Principal and Interest Account, *first*, to the payment of interest and, *second*, to the payment of principal (including any Sinking Fund Installment) on the Bonds, as the same are due and owing on the applicable Interest Payment Date.

(e) Money on deposit in the Capitalized Interest Account shall be used for payment of scheduled interest on the Improvement Area #2 Bonds due and owing on the following dates and in the specified amounts:

Interest Payment Date	Interest Payment Amount ($)
March 1, 2026	
September 1, 2026	

Any amounts on deposit in the Capitalized Interest Account after the payment of the interest payment amounts on the respective Interest Payment Dates listed above shall be transferred to the Project Fund's Projects Account, or if such Account has been closed as provided in Section 6.06, such remaining amount to be deposited to the Projects Account as hereinbefore described shall instead be transferred to the Redemption Fund and used to redeem the Improvement Area #2 Bonds. After transfer of all amounts held in the Capitalized Interest Account, whether by payment of the interest payment amount on the final Interest Payment Date indicated in the table above or by transfer of any remaining amounts to the Project Fund's Projects Account or the Redemption Fund as heretofore described, the Capitalized Interest Account shall be closed.

(f) Notwithstanding any provision of this Section to the contrary, amounts held in the Principal and Interest Account of the Bond Fund shall be transferred to the Redemption Fund as and when required (if at all) by Section 6.08(g).

Section 6.06 Project Fund.

(a) Amounts held in the Projects Account of the Project Fund shall be used to pay Actual Costs of Improvement Area #2 Improvements and costs identified in clauses (iv) (but only as it relates to costs incidental to the organization of the District) of Section 3.01 not paid prior to the time the Costs of Issuance Account of the Project Fund is closed pursuant to Section 6.06(c) herein. Disbursements from the Projects Account of the Project Fund shall be made by the Trustee upon its receipt from time to time of City Certificates, each containing a properly executed and completed Certification for Payment applicable to the then-requested Projects Account disbursement. Upon the City's delivery to the Trustee of a City Certificate stating that all Improvement Area #2 Improvements have been completed and that all Actual Costs of Improvement Area #2 Improvements have been paid (or that any such Actual Costs of Improvement Area #2 Improvements are not required to be paid from the Projects Account of the Project Fund), the Trustee shall transfer the amount identified on the City Certificate, if any, remaining within the Projects Account of the Project Fund to the Principal and Interest Account of the Bond Fund or the Redemption Fund (as directed by the City upon advice of Bond Counsel) and, thereafter, close the Projects Account.

(b) The provisions and procedures related to disbursement of proceeds of Bonds (being one of the *Available Sources of Payment*, as such term is defined and used in the Financing Agreement) from the Project Fund's Projects Account, as described and provided in Section 4.03 of the Financing Agreement, are herein incorporated by reference and shall have the same force and effect as if herein reproduced in their entirety.

(c) Amounts held in the Costs of Issuance Account of the Project Fund shall be used to pay an allocable amount of the costs of District creation and other Bond Issuance Costs of the Series from which such amounts then-held in the Costs of Issuance Account were derived or to which they relate. Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee pursuant to and in accordance with the directives of a City Certificate delivered to the Trustee by the City and providing for the disbursement or application of such funds to be disbursed (including directive to the Trustee to withdraw from such source an amount necessary to satisfy the fees and expenses initially incurred thereby). Any amounts remaining on deposit in the Costs of Issuance Account after the Trustee's satisfaction of all costs identified in a City Certificate that also states that such costs represent all Bond Issuance Costs related to a particular Series of Bonds shall be transferred to the Project Fund's Projects Account.

(d) If the City Representative reasonably determines that amounts then on deposit in the Project Fund's Projects Account are not expected to be expended for payment of Actual Costs of Improvement Area #2 Improvements due to completion, abandonment, or constructive abandonment, as the case may be, of some or all of the Improvement Area #2 Improvements, such that, in the City Representative's opinion (reasonably exercised), the amounts then-held in the Project Fund's Projects Account are unlikely to ever be expended for the purposes specified in subpart (i) of Section 3.01, then the City Representative shall file with the Trustee a City Certificate identifying such amounts then-on deposit in the Projects Account and directing their transfer to the Redemption Fund. Upon transfer of such funds to the Redemption Fund, the Trustee shall (on the earliest practical date after requisite notice has been provided in accordance with the applicable provisions hereof) effect the redemption of Bonds of the Series to which such transferred proceeds relate. The Project Fund, including the Accounts therein held, shall thereafter be closed.

(e) In making any determination pursuant to this Section or preparing and delivering to the Trustee a City Certificate, the City Representative may conclusively rely upon a report issued by the City Engineer or a certificate of an Independent Financial Consultant.

(f) With respect to disbursement from an Account of the Project Fund, the Trustee may conclusively rely as to the completeness and accuracy of all statements in a City Certificate (including an associated Certification for Payment) thereto delivered if such certificate is signed by a City Representative. The execution of a City Certificate (including any Certification for Payment included therewith) by a City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed. The Trustee shall not be required nor is there imposed thereon any duty to make any independent investigation or verify any calculations regarding the completion or accuracy of information, determinations, directives, or findings included in any executed City Certificate or Certification for Payment included therewith.

Section 6.07 Redemption Fund.

Subject to adequate funds on deposit in the Pledged Revenue Fund, the Trustee shall deposit to the Redemption Fund (i) on the dates, in the amounts, and from the source identified for such purpose in a City Certificate (subject to the availability of funds in the identified source of deposit or transfer), (ii) the proceeds of Refunding Bonds pursuant to and in accordance with the provisions of a Supplemental Indenture authorizing their issuance, or (iii) pursuant to the applicable provisions hereof. Amounts from time to time on deposit in the Redemption Fund shall be withdrawn and used by the Trustee to effectuate redemptions of Bonds, from time to time and as directed by the City pursuant to and in accordance with Article IV (except with respect to mandatory sinking fund redemptions of Improvement Area #2 Bonds pursuant to Section 4.02, which shall be accomplished as payment of regularly-scheduled principal from amounts on deposit in the Principal and Interest Account of the Bond Fund pursuant to Section 6.05(b)).

Section 6.08 Reserve Fund.

(a) Whether from proceeds of Bonds or by deposit from Pledged Revenues pursuant to Section 6.04(a)(2), there shall be accumulated and maintained in the Reserve Account of the Reserve Fund an amount at least equal to the Reserve Account Requirement. The Reserve Account Requirement resultant from the issuance of the Improvement Area #2 Bonds shall be fully satisfied by the Reserve Account deposit made pursuant to, in accordance with, and from the source of funds identified in Section 6.02(b).

(b) As and when provided in Section 6.04(a)(2)(iii), the Trustee will transfer from the Pledged Revenue Fund to the Delinquency and Prepayment Reserve Account the Additional Interest, which the City shall impose, collect, and cause to be deposited until the Delinquency and Prepayment Reserve Requirement has been accumulated in the Delinquency and Prepayment Reserve Account. If, after having satisfied the Delinquency and Prepayment Reserve Requirement, the amount on deposit in the Delinquency and Prepayment Reserve Account shall at any time be less than the Delinquency and Prepayment Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such deficiency, and the City shall begin again collecting the Additional Interest pursuant to Section 7.01(d). Thereafter, the City Certificate delivered to Trustee pursuant to Section 6.03(b) shall again instruct the Trustee to deposit the Additional Interest from Pledged Revenue Fund into the Delinquency and Prepayment Reserve Account and shall so continue until the Delinquency and Prepayment Reserve Requirement has again been accumulated in the Delinquency and Prepayment Reserve Account; provided, however, that the City shall not be required to replenish the Delinquency and Prepayment Reserve Account in the event funds are transferred from the Delinquency and Prepayment Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment pursuant to Section 4.04. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such surplus Additional Interest to the Redemption Fund and shall notify the City of such transfer in writing. If the City Certificate delivered pursuant to Section 6.03(b) does not identify an amount of Additional Interest and Additional Interest is being collected pursuant to this Section 6.08(b), the Trustee, in transferring the amounts to be transferred pursuant to this Section 6.08(b), may conclusively rely on a City Certificate (which shall be based on the Annual Installments as shown on the Assessment Roll in the Service and Assessment Plan or an Annual Service Plan Update), unless and until it receives a City Certificate directing that a different amount be used.

(c) Amounts from time to time on deposit in either Account of the Reserve Fund shall, if at all, be transferred by the Trustee to the Principal and Interest Account of the Bond Fund in the manner and amounts, at the times, and in the order of priority prescribed in Section 6.05(c). The Trustee shall provide written notice to the City of such a transfer from either Account of the Reserve Fund to the Principal and Interest Account of the Bond Fund, specifying (in such notice) the amount withdrawn and the source of said funds (being either Pledged Revenues deposited to such Account or Accounts pursuant to Section 6.04(a)(1) or (2), respectively, or proceeds of any Series of Bonds).

(d) Whenever Bonds are to be redeemed with Prepayment proceeds pursuant to Section 4.04, a proportionate amount of the total amount (determined as hereafter described) at such time held in the Reserve Account of the Reserve Fund shall, on the Business Day immediately preceding the redemption date established by the Trustee pursuant to such Section 4.04, be transferred to the Redemption Fund for application against the Redemption Price of such redeemed Bonds as detailed in the City's written direction. The amount so transferred from the Reserve Account shall be equal to an amount representing the difference between (i) the lesser of (A) the Reserve Account Requirement prior to such redemption and (B) the amount actually on deposit in the Reserve Account prior to redemption, and (ii) the Reserve Account Requirement after such redemption; provided, however, no such transfer from the Reserve Account shall cause the amount on deposit therein to be less than the Reserve Account Requirement after effectuation of such redemption of Bonds.

If, after accomplishing the transfer described in the preceding paragraph, the amounts then on deposit in the Redemption Fund (including investment earnings on amounts previously therein held) are insufficient to pay the Redemption Price of those Bonds called for redemption as a result of such Prepayment, the Trustee shall, to the extent of funds at such time therein held, transfer all or a portion of the Delinquency and Prepayment Reserve Requirement, in an amount equal to the aforementioned deficiency, from the Delinquency and Prepayment Reserve Account to the Redemption Fund and apply the same against the Redemption Price of such redeemed Bonds.

(e) Whenever, on any Interest Payment Date or, at the written request of a City Representative, any other date, the amount in:

(1) the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall (A) provide written notice to the City Representative of the amount of the excess via access to its online portfolio system, (B) transfer such excess amount to the Principal and Interest Account of the Bond Fund, and (C) use such excess transferred amount for payment of interest on the Bonds due and owing on the next occurring Interest Payment Date in accordance with Section 6.05(b); UNLESS, within 45 days of its delivery to the City Representative of the notice described in clause (A) of this paragraph, the Trustee receives a City Certificate instructing the Trustee to utilize such excess Reserve Account amount: (i) to pay amounts due under Section 6.10, (ii) by transferring therefrom to the Administrative Expense Fund an amount not in excess of the Annual Collection Costs for the then-current year, or (iii) by transferring therefrom to the Projects Account of the Project Fund (if accompanied by a City Certificate providing that the expenditure of such transferred excess funds is expected to occur not later than the third anniversary of the Closing Date of the Series of Bonds to which such transfer relates or an opinion of nationally recognized bond counsel that such transfer will not result in a violation of the City's covenants included in Section 7.04); and

(2) the Delinquency and Prepayment Reserve Account exceeds the Delinquency and Prepayment Reserve Requirement, the Trustee shall (A) provide written notice to the City Representative of the amount of the excess and (B) transfer, at the direction of the City pursuant to a City Certificate, to the Administrative Expense Fund for the payment of all or a portion of the Annual Collection Costs or to the Redemption Fund for use in effecting a redemption of Bonds pursuant to Section 4.04; provided, however, that if the Trustee does not, within 45 days of its delivery to the City Representative the notice to described in clause (A) of this paragraph, receive a City Certificate directing the transfer of the excess Delinquency and Prepayment Reserve Account balance to the Administrative Expense Fund, the Trustee shall transfer such excess Delinquency and Prepayment Reserve Account balance to the Redemption Fund and use such transferred amount to redeem Bonds pursuant to Section 4.04.

(f) At the final maturity of the Bonds, amounts on deposit in the Accounts of the Reserve Fund shall be transferred to the Principal and Interest Account of the Bonds Fund and applied to the payment of such finally maturing principal of the Bonds.

(g) If the total amount held in the Accounts of the Reserve Fund, together with the amounts at such time held in the Principal and Interest Account of the Bond Fund and Redemption Fund, is sufficient to pay the Redemption Price of all then-Outstanding Bonds, such funds shall be immediately transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds on the earliest practicable redemption established pursuant to the applicable provisions of Article IV.

(h) As of the Closing Date for the Improvement Area #2 Bonds, the Series 2025 Reserve Account Requirement is $[________], which is an amount equal to [Maximum Annual Debt Service] on the Improvement Area #2 Bonds as of such date.

Section 6.09 Excess Collections Fund.

Amounts from time to time on deposit in the Excess Collections Fund shall be used by the Trustee, *first*, to cure any deficiency in any of the other Pledged Funds and Accounts, and *second* (after first determining that there then-exists no balance deficiency in any other Pledged Fund and Account), as and when directed by the City in a City Certificate, for any lawful purpose permitted by the PID Act for which Assessment Revenues may be used (including redemption of Bonds); provided, however, that if the Actual Costs of Improvement Area #2 Improvements, as contemplated from time to time under the Service and Assessment Plan, have been fully paid, then amounts from time to time on deposit in the Excess Collections Fund shall be transferred to the Redemption Fund when and as directed by the City as hereinbefore-described and used to effectuate a redemption of Bonds pursuant to Article IV. If amounts from the Excess Collections Fund are to be used to pay Actual Costs of Improvement Area #2 Improvements, the City Certificate directing such use shall be accompanied by a Certification for Payment. The Trustee may rely on a City Certificate hereunder delivered and shall have no obligation to determine the legality under the PID Act of any expenditure of Excess Collection Fund proceeds. The Trustee conclusively shall be deemed to have complied with the provisions of this Section and shall not assume any liability or additional responsibility if it follows the City's directive included in a City Certificate delivered pursuant to this Section.

Section 6.10 Rebate Fund.

(a) Amounts on deposit in the Rebate Fund shall be used by the Trustee, as and when directed by the City in a City Certificate, solely for the purpose of paying the Rebate Amount applicable to any Series of Bonds from time to time due and owing to the United States Department of the Treasury in accordance with the Code.

(b) In order to assure that the Rebate Amount is paid to the United States Department of the Treasury rather than to a third party, investments of funds from time to time on deposit in the Rebate Fund shall be made in accordance with the Code and pursuant to the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.04(b) and shall not assume any liability or additional responsibility if it follows the directive of the City included in a City Certificate and shall not be required to take any action under this Section and Section 7.04(b), respectively, in the absence of its receipt of such written City directive.

(d) If, on the date of each annual calculation of the Rebate Amount, the amount on deposit in the Rebate Fund exceeds such Rebate Amount, the City may direct the Trustee by City Certificate to transfer the amount of such excess to the Principal and Interest Account of the Bond Fund.

Section 6.11 Administrative Expense Fund.

(a) The Trustee shall, promptly upon receipt, deposit or cause to be deposited to the Administrative Expense Fund, from Assessment Revenues delivered to the Trustee by the City, the amount of such Assessment Revenues attributable to that portion of the Assessments (from which such Assessment Revenues are derived) imposed for the purpose of providing a City source of payment for Annual Collection Costs and Delinquent Collection Costs. Amounts from time to time on deposit in the Administrative Expense Fund shall be delivered by the Trustee to the City as and when directed by the City in a City Certificate, for use by the City to pay (directly or by reimbursement) Annual Collection Costs and Delinquent Collection Costs, in accordance with and as described in the applicable provisions of the Service and Assessment Plan concerning the use of such portions of Assessment Revenues. The Trustee conclusively shall be deemed to have complied with the provisions of this Section and shall not assume any liability or additional responsibility if it follows the City's directive included in a City Certificate delivered pursuant to this Section.

(b) Annual Collection Costs collected but not expended in any year, and that remain on deposit in the Administrative Expense Fund, shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

Section 6.12 Investment of Funds; Security of Uninvested Funds.

(a) Money in any Fund or Account hereunder established shall be invested by the Trustee only as directed by the City pursuant to the terms of a City Certificate filed with the Trustee at least two (2) days in advance of the making of such investment (or as directed below) and only in Authorized Investments. The aforementioned City Certificate shall direct investment of funds in such Authorized Investments of adequate liquidity so that money required to be expended from any Fund or Account is available at the time or times required of such funds pursuant to the applicable terms of this Indenture. To ensure that cash on hand is invested, if the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee is hereby directed to invest and re-invest cash balances in Invesco Treasury Portfolio (CUSIP – 825252208), and in the event such fund is no longer available, such funds shall be held uninvested. The Trustee shall have no discretion for investing funds or advising any parties with regard to investment of funds.

(b) Authorized Investments held in any Fund or Account, as well as resultant earnings therefrom, shall be deemed to be part of such Fund or Account, subject, however, to the requirements hereof to transfer investments earnings from one Fund or Account to another.

(c) Investments of any Fund or Account shall be valued each year in terms of current market value as of September 30.

(d) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any Authorized Investment. The Trustee may invest in its own proprietary money market funds or deposit products.

(e) The Trustee shall not incur any liability for losses (including depreciation of value) arising from any investments made or sold pursuant to this Indenture.

(f) The Trustee shall not be required to determine the suitability or legality of any investments or whether investments qualify as Authorized Investments. The parties acknowledge that the Trustee is not providing investment supervision, recommendations or advice.

(g) Authorized Investments of proceeds of any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of Authorized Investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited, segregated from all other money, investments, funds and accounts (including other Funds or Accounts) from time to time held by the Trustee.

(h) Amounts on deposit in Funds and Accounts hereunder created and maintained, to the extent not invested in Authorized Investments as herein permitted, shall be secured in the manner and to the fullest extent required by applicable State law for the security of public funds.

ARTICLE VII. COVENANTS, REPRESENTATIONS, AND WARRANTIES

Section 7.01 Confirmation, Collection, Enforcement, and Notice of Assessments.

(a) The City hereby confirms, represents, warrants, covenants, and agrees that, in the Assessment and SAP Ordinance, it has levied the Assessments against the respective Assessed Properties from which the Assessment Revenues will be collected and received.

(b) For so long as any Bonds are Outstanding, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws and (to the extent permitted by Applicable Laws) to cause or permit no reduction, abatement or exemption in the Assessments.

(c) The City will determine or cause to be determined, no later than February 15 of each year during which this Indenture remains valid and in effect, if any Annual Installment is delinquent and, if any such delinquency exists, order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain and collect such Annual Installment, and any Delinquent Collections Costs and interest and penalty interest thereon, including diligently prosecuting an action in district court to foreclose the then-delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property.

(d) The City shall, as soon as practicable upon receipt of a notice from the Trustee of insufficiency of Delinquency and Prepayment Account balance pursuant to Section 6.08(b), recommence imposition, collection, and deposit of Additional Interest and continue the same until the balance of the Delinquency and Prepayment Account again equals the Delinquency and Prepayment Reserve Requirement.

Section 7.02 Performance Under Trust Indenture.

(a) The City hereby covenants to do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under and pursuant to the provisions of this Indenture.

(b) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent hereunder provided, and that the Trust Estate is and will remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture, except as expressly herein provided.

(c) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee hereunder against all claims and demands of all Persons whomsoever.

(d) The City will take all steps reasonably necessary and appropriate, and will provide written direction to the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(e) To the extent permitted by Applicable Laws, statements for the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for the City's collection of ad valorem taxes.

Section 7.03 Additional Liens, Encumbrances, and Indebtedness; Refunding Bonds.

(a) Other than Refunding Bonds, the City, for so long as Bonds remain Outstanding, shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, the Trust Estate, or any other property pledged under this Indenture other than the lien thereon and pledge thereof hereunder created for the equal and ratable security of the Bonds. Notwithstanding the foregoing, the City reserves the right to issue or incur other obligations (including evidences of indebtedness) under other indentures, orders, or documentation of similar form that are not secured by the Pledged Revenues.

(b) The City, subject to the following provisions and upon satisfaction of the specified and applicable conditions precedent, reserves the right to issue Refunding Bonds for the purpose of refunding all or any portion of then-Outstanding Bonds:

(1) Each Series of Refunding Bonds shall be issued pursuant to a Supplemental Indenture, authorized and approved by order of the City Council, which Supplemental Indenture shall specify the terms and characteristics of such Series of Refunding Bonds (to include the date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions thereof), subject to the terms and limitations herein provided;

(2) The principal (including any sinking fund installment) of any Series of Refunding Bonds must be scheduled to mature on [September 1] of the years in which principal of any such Series of Bonds is scheduled to mature;

(3) The interest on any Series of Refunding Bonds must be calculated at fixed rate(s) and be scheduled for payment on March 1 and September 1 of the years in which interest is scheduled to be paid;

(4) Prior to the issuance of any Series of Refunding Bonds, the following conditions precedent must have been observed or accomplished:

(A) The City shall have delivered or caused to be delivered to the Trustee (all of which may be delivered electronically):

1. a copy, certified by the City Secretary of the City, of the City Council's ordinance or ordinances authorizing the issuance, sale, execution and delivery of the Series of Refunding Bonds and the execution and delivery of a Supplemental Indenture pursuant to which the same are issued;

2. a copy of an executed counterpart of such Supplemental Indenture;

3. the items described in Section 3.11(a), (c) and (e), respectively;

4. a copy of the executed opinion of Bond Counsel required by Section 10.01 hereof and a copy of the executed opinion of Bond Counsel related to such additional Series of Bonds (to the extent the applicable) in substantially the form described in Section 3.11(g);

5. a certificate of a City Representative that (x) includes the certifications required in Section 3.11(f); (y) certifies that the issuance of the subject Series of Refunding Bonds complies with the requirements contained herein and in each Supplemental Indenture applicable to the issuance of such additional Series of Bonds; and (z) certifies that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained herein or in any Supplemental Indenture; and

6. the approving opinion of the Attorney General and the Comptroller's registration certificate, each regarding the subject additional Series of Bonds.

(B) Any deficiency in the Reserve Account Requirement resultant from the issuance of the subject Series of Refunding Bonds shall be satisfied in a manner permitted pursuant to Section 6.08 as of the Closing Date of such applicable Series of Bonds.

(5) Upon satisfaction of each of the applicable conditions precedent to the issuance of a Series of Refunding Bonds, as described above, an initial bond or bonds representing such Series of Bonds shall be executed by the City and delivered to the

Trustee, whereupon the Trustee shall authenticate such Bonds and, upon payment of the purchase price therefor, deliver such Series of Bonds upon the order of the City.

Section 7.04 Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the meanings specified below:

Closing Date means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

Code means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

Computation Date has the meaning set forth in Section 1.148-1(b) of the Regulations.

Gross Proceeds means any proceeds as defined in Section 1.148- 1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

Investment has the meaning set forth in Section 1.148-1(b) of the Regulations.

Nonpurpose Investment means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

Regulations means any proposed, temporary or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

Yield of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of Section 1.141- 5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such City Certificate and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, 100% of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, 90% of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within 180 days after discover of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Diver Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, or City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

Section 7.05 Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues and properties constituting the Pledged Revenues, the Pledged Funds and Accounts, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

ARTICLE VIII. LIABILITY OF CITY; USE OF OTHER AVAILABLE FUNDS

Section 8.01 Limited City Liability Hereunder.

Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds, and except for the Trust Estate, no City taxes, fee, or revenues from any source are pledged to the payment of, or available to pay any portion of, the Bonds, or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds, or other obligations relating to the District, other than as specifically provided for in this Indenture.

The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or Event of Default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment and SAP Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (collectively, the *Bond Documents*), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Annual Collection Costs) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from the Trust Estate or the amounts collected to pay Annual Collection Costs on deposit in the Administrative Expense Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector, the City Representative, another City official or representative or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

Section 8.02 Advances from Other Lawfully Available City Funds.

(a) Notwithstanding the foregoing, the City, in the event of a delinquency in the payment of any installment of the Assessments levied upon any Assessed Property for the payment of the principal portion of an Annual Installment, may (but is not obligated to) be the purchaser of the delinquent Assessed Property upon which any of said Assessments are levied in like manner in which it may become the purchaser of property sold for the nonpayment of general ad valorem property taxes. In the event the City does so become the purchaser of such property, it shall pay and transfer to the Trustee any remaining amount of unpaid Assessment, delinquent Annual Installments and interest thereon for the Trustee's disposition of the same pursuant to the applicable provisions of Section 6.03 and Section 6.04, respectively. The City may also pay and transfer from its lawfully available funds to the Trustee for disposition of the same pursuant to Section 6.03 and Section 6.04, respectively, the amount of any such portions of Assessments pending redemption or sale of the subject Assessed Property. Any amounts so advanced by the City as in this Section described shall be recoverable upon redemption or sale of the Assessed Property.

(b) The City has not obligated itself, nor shall any provision hereof obligate the City, to advance lawfully available funds other than Assessment Revenues to cure any deficiency in any Fund or Account.

ARTICLE IX. THE TRUSTEE

Section 9.01 Trustee as Paying Agent and Registrar.

The Trustee is hereby designated and agrees to act as Paying Agent and Registrar for and in respect to the Bonds. The Trustee hereby accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the express terms and conditions, and subject to the provisions hereof to all of which the parties hereto and the Owners of the Bonds agree. No implied covenants or obligations shall be read into this Indenture against the Trustee.

Section 9.02 Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding hereunder, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement or exercise of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays, and counsel fees and expenses and other reasonable disbursements, and against all liability except as a consequence of its own gross negligence or willful misconduct as finally adjudicated by a court of competent jurisdiction; provided, however, that absent an Event of Default, the Trustee shall not request or require indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the

Administrative Expense Fund to pay all costs, fees, expenses, outlays, and counsel fees and expenses and other reasonable disbursements properly incurred in connection therewith and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.03 Responsibilities of the Trustee.

(a) The recitals contained herein and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for and undertakes no duty to verify the correctness of the same. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or the Bonds, or the right, title or interest of the City therein, or with respect to the security afforded by this Indenture, or the technical or financial feasibility of the Improvement Area #2 Projects, or the compliance of the Improvement Area #2 Projects with the PID Act, or the tax-exempt status of the Bonds, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any money paid to it in its capacity as Trustee; (iv) any calculation of arbitrage or rebate under the Code; (v) any loss suffered in connection with any investment of funds in accordance with this Indenture; (vi) undertaking any other action unless specifically authorized pursuant to a City Certificate or this Indenture; or (vii) the use of Bond proceeds or sufficiency of said proceeds or cash flow to accomplish the intended objective of the financing.

(b) The duties and obligations of the Trustee shall be determined by the express provisions hereof, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, which shall be deemed purely ministerial in nature. The Trustee will, prior to any Event of Default and after curing of any Event of Default, perform such duties and only such duties as are specifically set forth herein. The Trustee will, during the existence of an Event of Default, exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Such standard of care is not considered a fiduciary standard nor shall the Trustee be considered a fiduciary in the performance of its duties hereunder. The Trustee shall not be required to give any bond or surety in respect of the execution or the trusts and powers or otherwise in respect of the premises granted in this Indenture.

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties hereunder, except for its own gross negligence or willful misconduct as final adjudicated by a court of competent jurisdiction. In the absence of bad faith, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming on their face to the requirements of this Indenture, and shall be protected in acting or refraining from acting thereon. In no event shall the Trustee be liable for incidental, indirect, special, punitive or consequential losses or damages of any kind whatsoever (including, but not limited to, loss of profit) in connection with or arising from this Indenture or the existence, furnishing or use of the Improvement Area #2

Improvements, irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(c) The Trustee, before the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth herein. If any Event of Default occurred and continues, the Trustee shall exercise such rights and powers hereby vested in it and shall use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs in exercising any rights or remedies or performing any of its duties hereunder.

(d) The Trustee shall not be responsible for any recital herein (except with respect to the authentication certificate of the Trustee endorsed on the Bonds) or for the recording, filing, or refiling of this Indenture, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency or security of the Bonds.

(e) The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application of any Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision hereof.

(f) The Trustee shall not be liable for any error of judgment made in good faith by any one of its officers, unless it is established that the Trustee was grossly negligent in ascertaining the pertinent facts.

(g) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of at least a Majority Interest of the aggregate Outstanding principal of the Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, hereunder.

(h) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default unless the Trustee is notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by an Owner of the Bonds. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no Event of Default.

(i) Before taking any action hereunder (other than, prior to the occurrence of an Event of Default, making any deposits, payments or transfers when required hereunder), the Trustee may require that a satisfactory indemnity or security be furnished to it for the payment or reimbursement of all costs and expenses (including, without limitation, attorney's fees and expenses) to which it may be put and to protect it against all loss, liability, cost or expense which it may incur in or by reason of such action, except liability which is finally adjudicated by a court of competent jurisdiction to have resulted from its gross negligence or willful misconduct.

(j) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge hereof and final payment of the Bonds.

(k) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, or receivers, and shall not be responsible for any misconduct or negligence on the part of any such agent, attorney or receiver, and the Trustee shall be entitled to rely and act upon the opinion or advice of its own counsel, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys, and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of its own counsel.

(l) The Trustee shall not be responsible or liable for the environmental condition or any contamination of the Improvement Area #2 Projects or any real property or improvements related thereto or for any diminution in value of the same as a result of any contamination by any hazardous substance, hazardous material, pollutant or contaminant. The Trustee shall not be liable for any claims by or on behalf of the Owners or any other person or entity arising from contamination by any hazardous substance, hazardous material, pollutant or contaminant, and shall have no duty or obligation to assess the environmental condition of the Improvement Area #2 Projects or any real property or improvements related thereto or with respect to compliance thereof under state or federal laws pertaining to the transport, storage, treatment or disposal of, hazardous substances, hazardous materials, pollutants or contaminants or regulations, permits or licenses issued under such laws.

(m) The Trustee is not responsible for force majeure events including, but not limited to, cyber-attacks on bank systems, pandemics and civil unrest.

Section 9.04 Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.05 Trustee Protected in Relying on Certain Documents.

The Trustee may require and conclusively rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture, to be paid for by the City or the Owners of the Bonds, that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions hereof, the Financing Agreement, and the Development Agreement, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry and shall not be deemed to have knowledge into any statements contained or matters referred to in any such instrument or verify any calculations in connection therewith. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request, or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor and upon transfer or in place thereof.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13.

Section 9.06 Compensation.

Unless otherwise provided by written contract between the Trustee and the City, the Trustee shall transfer from the Administrative Expense Fund compensation for all services rendered by it hereunder, including its services as Paying Agent and Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, upon delivery of an invoice therefor to the City, and the Trustee shall have a first lien therefor on the Administrative Expense Fund and, subject to the limitations established below, the Trust Estate as set forth below. The Trustee shall have the right to increase its fees as the cost of business dictates and as negotiated with the City. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur liability, financial or otherwise, in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City fails to make any payment required by this Section, the Trustee may make such payment from any moneys in the Administrative Expense Fund and, to the extent the amounts on deposit in the Administrative Expense Fund are insufficient to satisfy the amount owed to the Trustee for its fees and expenses, shall thereafter, and to the extent (and only to the extent) of such insufficiency, have a first lien with right of payment before payment on account of principal of or interest on any Bond, upon the Trust Estate under any provisions hereof for the foregoing advances, fees, costs, and expenses incurred. The right of the Trustee to fees, expenses, and indemnification shall survive the release, discharge, and satisfaction of this Indenture and the earlier resignation or removal of the Trustee.

Section 9.07 Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of holders of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether such committee shall represent the holders of a Majority Interest. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty or obligation and, with respect to such permissive rights, the Trustee shall not be answerable for other than its gross negligence or willful misconduct.

Section 9.08 Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.09 Removal of Trustee.

The Trustee may be removed at any time by a Majority Interest by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of a Majority Interest.

Section 9.10 Successor Trustee.

If the Trustee resigns, is removed, is dissolved, or becomes incapable of acting, or is adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property is appointed, or if any public officer takes charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee becomes vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed after any such vacancy occurs by a Majority Interest by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Until such successor Trustee shall have been appointed by a Majority Interest, the City shall forthwith (and in no event in excess of 30 days after the occurrence of such vacancy) appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds. Any duties and obligations of such predecessor Trustee shall thereafter cease and terminate and any fees and expenses then-owed to the predecessor Trustee shall be paid in full.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee pursuant to the provisions set forth herein, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

If in a proper case no appointment of a successor Trustee is made within 30 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.08 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process. Any duties and obligations of such predecessor Trustee shall thereafter cease and terminate, and the payment of the fees and expenses owed to the predecessor Trustee shall be paid in full.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profit aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to any Rating Agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11 Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor and upon payment of its costs hereunder, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and, upon the receipt of payment of its outstanding charges, shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12 Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13 Security Interest in Trust Estate.

Chapter 1208 applies to the issuance of the Bonds and the pledge of the Trust Estate provided for herein, and such pledge is, under current law, valid, effective and perfected. If and when State law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate hereunder granted by the City is to be subject to the filing requirements of Chapter 9, the City has covenanted and agreed in Section 2.01(d) to cause to be filed all appropriate initial financing statements to ensure that the Trustee (for the benefit of the Owners of the Bonds) is granted a valid and perfected first priority lien on the entire Trust Estate to comply with the applicable provisions of Chapter 9 and enable a filing to perfect the security interest in said pledge to occur. Nothing herein shall obligate the Trustee to file any initial financing statements; however, upon the City's timely delivery of a copy of any such filed initial financing statement, naming the Trustee as secured party or additional secured party, to the Trustee, the Trustee shall file continuation statements, at the City's expense, in conclusive reliance upon such initial financing statement(s) in the same jurisdictions as the initial financing statement(s) previously provided to the Trustee.

Section 9.14 Offering Documents.

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, financial report or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any State or federal securities laws in connection with the Bonds.

Section 9.15 Expenditure of Funds and Risk.

None of the provisions hereof shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of its rights or powers if the Trustee shall have reasonable grounds for believing that the repayment of such funds or indemnity against such risk or liability is not assured. The Trustee shall not be required to make any disbursement of funds until having collected funds.

Section 9.16 Accounts, Periodic Reports and Certificates.

(a) On the City's behalf, and so long as any Bonds remain Outstanding, the Trustee shall keep, separate and apart from all other records and accounts, full and proper books of record and accounts, including the Register, in which full, true and proper entries will be made of all dealing, business and affairs that relate to the Pledged Revenues, the Funds and Accounts hereunder created and maintained, and the Bonds. Such books and records shall at all times during the Trustee's regular business hours be subject to inspection by the City and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives (as duly authorized in writing). The Trustee and its agents shall have the right, but not the responsibility or duty, to inspect the Project, including all books and records.

(b) The Trustee will, via access to its online portfolio system, on a monthly basis, furnish the City and the Developer statements of all cash transactions, which include (but are not limited to) detail for all investment transactions made by the Trustee under Section 6.13, and statements of balances of all Funds and Accounts. Paper statements will be provided only upon written request.

(c) The Trustee shall have no responsibility with respect to the financial and other information received by it except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions hereof this Indenture. Specifically (but without limitation), the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

Section 9.17 Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds. Whether or not therein expressly so provided, every provision of this Indenture or any other financing document relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article IX.

Section 9.18 Required Contract Verifications.

The Trustee, for purposes of sections 2252.152, 2271.002, 2274.002, and 2276.002, Texas Government Code, as amended, hereby verifies that the company and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

1) Do not boycott energy companies and will not boycott energy companies during the term of this Indenture. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code, as amended;

2) Do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of such Agreement. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code, as amended. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code, as amended;

3) Do not boycott Israel and will not boycott Israel during the term of this Indenture. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code, as amended; and

4) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization, are not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under section 2252.153 or section 2270.0201 of the Texas Government Code, as amended. "Affiliate" means any entity that controls, is controlled by, or is under common control with the company within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

Notwithstanding anything contained herein, the representations and covenants contained in this section shall survive termination of this Indenture until the statute of limitations has run.

Section 9.19 Exemption from Disclosure Form.

The Trustee represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Trustee is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

ARTICLE X. MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.01 Amendments Permitted.

This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, executed by both the City and the Trustee, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of a Majority Interest. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the principal of or interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to the pledge and lien created for the benefit of the Bonds, (iii) except as otherwise permitted by this Indenture, permit the creation by the City of any pledge or lien upon the Trust Estate on a parity with the pledge and lien created for the benefit of the Bonds, or (iv) reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights, immunities, or obligations of the Trustee without its written consent.

This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by Applicable Laws and only for any one or more of the following purposes:

(a) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(b) to make modifications not adversely affecting any Outstanding Bonds in any respect;

(c) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;

(d) to authorize the issuance of a Series of Refunding Bonds, respectively, in accordance with the provisions of Section 7.03 (for the purpose of this subsection 10.01(d), a Supplemental Indenture includes an amendment and restatement of this Indenture); and

(e) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

No Supplemental Indenture under this Section shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that the effectiveness of such Supplemental Indenture will not adversely affect, in any respect, the (i) interests of the Owners enjoyed hereunder (as the same may have been amended or modified by a separate Supplemental Indenture) prior to the effectiveness of such subject Supplemental Indenture and (ii) exclusion of interest on any Bond from gross income for purposes of federal income taxation.

Section 10.02 Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event, the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.03 Procedure for Amendment with Written Consent of Owners.

To the extent that such amendment is permitted by Section 10.01, the City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, such Supplemental Indenture to take effect when and as provided in this Section.

A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto (as and if applicable), shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required hereunder and a notice shall have been mailed as hereinafter in this Section provided. Each consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 13.03. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds have filed their consents to the effectiveness of the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as herein provided (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided) upon the City and the Owners of all Bonds at the expiration of 45 days after such filing, except in the event of a final decree of a City Council of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 45 day period; provided, however, that the Trustee during such 45 day period and any such further period during which any such action or proceeding may be pending shall be entitled in its sole discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture as it may deem expedient, and the Trustee shall have no liability with respect to any action taken or any instance of inactions.

Section 10.04 Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.05 Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.06 Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.07 Waiver of Default.

Subject to the second and third sentences of Section 10.01, with the written consent of a Majority Interest, the Owners may waive compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners. For the avoidance of doubt, any waiver given pursuant to this Section shall be subject to Section 11.05.

Section 10.08 Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts hereby created, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of Bond Counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted hereby and compliant herewith. The Trustee may, but shall not be obligated to, enter into any Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture or otherwise.

No Supplemental Indenture shall modify any of the rights or obligations of the Trustee without its written consent. In executing or accepting any Supplemental Indenture, the Trustee shall be fully protected in relying upon an opinion of nationally recognized bond counsel engaged by the Trustee and addressed and delivered to the Trustee stating that (a) the execution of the Supplemental Indenture is permitted hereby and compliant herewith, (b) the execution and delivery thereof will not adversely affect the exclusion from federal gross income of the interest on the Bonds, and (c) such Supplemental Indenture will, upon the execution and delivery thereof, represent a valid and binding obligation of the City.

ARTICLE XI. DEFAULT AND REMEDIES

Section 11.01 Events of Default.

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default":

(a) The failure of the City to deliver Assessment Revenues to the Trustee for deposit pursuant to Section 6.03;

(b) The failure of the City to enforce the collection of the Assessments (including prosecution of foreclosure proceedings) pursuant to Section 7.01;

(c) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; and

(d) Default in the performance or observance of any other covenant, agreement or obligation of the City hereunder and the continuation thereof for a period of 90 days after written notice to the City by the Trustee, or by a Majority Interest with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

Section 11.02 Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any one or more of the Events of Default described in Section 11.01, the Trustee may, and at the written direction of a Majority Interest and its receipt of indemnity satisfactory to it shall, proceed against the City for the purpose of protecting and enforcing the rights of the Owners hereunder, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any City Council of competent jurisdiction, for any relief to the extent hereby permitted or by Applicable Laws, including (but not limited to) the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that any action for money damages against the City shall be limited in recovery to the assets of the Trust Estate (including the Pledged Revenues and amounts from time to time on deposit and then-held in the Pledged Funds and Accounts). The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

(b) AS PROVIDED IN SECTION 11.06, THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all then-Outstanding Bonds and to pay all other amounts due hereunder and in connection herewith, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale. The Trustee shall have no liability for its selection of Trust Estate assets to liquidate or sell.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized hereunder shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate (including Authorized Investments), to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request. The Trustee shall have no liability for its selection of Trust Estate assets to liquidate or sell.

Section 11.03 Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement hereof or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and a Majority Interest have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee written evidence of indemnity as provided in Section 9.02, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 60-day period by a Majority Interest, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, as advised by counsel, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement hereof or for any other remedy hereunder.

(b) Subject to Article VIII, nothing herein shall affect or impair the right of any Owner to enforce payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.04 Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues, the Pledged Funds and Accounts, or other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs, and expenses), liabilities, and advances incurred or made by the Trustee and the fees and expenses of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.02 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

First, to the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

Second, to the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due and to the Owners entitled thereto, without any discrimination or preference.

Within 10 days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.04.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.01, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms hereof.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.03, shall not extend to or affect any subsequent default hereunder or impair any right consequent thereon.

Section 11.05 Effect of Waiver.

No delay or omission of the Trustee or any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

The Trustee, if previously directed in writing by a Majority Interest, shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds.

Section 11.06 No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.01, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.07 Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.08 Exclusion of Bonds.

Bonds owned or held by or for the account of the City shall be promptly delivered to the Trustee and cancelled. Such Bonds will not be deemed Outstanding for any purpose, including without limitation, the purpose of consent or other action or any calculation of Outstanding Bonds provided for herein, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for herein.

Section 11.09 Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.10 Direction by Owners.

Anything herein to the contrary notwithstanding, a Majority Interest shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method and place of conducting any proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (a) such direction shall not be otherwise than in accordance with Applicable Laws and the provisions hereof, (b) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (c) that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII. PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 12.01 Trust Irrevocable.

The trust created by the terms and provisions hereof is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 12.02 Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner herein stipulated, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 12.03 Bonds Deemed Paid.

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (a) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (b) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (c) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (d) if the Bonds are then rated, the Trustee shall have received written confirmation from each Rating Agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds, and (e) the Trustee shall have received an opinion of Bond Counsel to the effect that (i) any Bond having been deemed to have been paid as provided in this Section is no longer Outstanding hereunder and is no longer secured by or entitled to the benefits of this Indenture, (ii) such defeasance is in accordance with the terms hereof, and (iii) such defeasance will not adversely affect the exclusion of interest on such Bond from gross income for purposes of federal income taxation. Neither Defeasance Securities nor money deposited with the Trustee pursuant to this Section, nor principal or interest payments on any such Defeasance Securities, shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XIII. MISCELLANEOUS

Section 13.01 <u>Benefits of Indenture Limited to Parties.</u>

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 13.02 <u>Reserved.</u>

Section 13.03 <u>Evidence of Ownership of Bonds.</u>

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(1) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of such authority.

(2) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bonds in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 13.04 <u>Successor is Deemed Included in All References to Predecessor.</u>

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 13.05 Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 13.06 Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 13.07 Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate, shall be in writing and shall be delivered by hand, mailed by first class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:
City of Eagle Pass, Texas
100 South Monroe Street
Eagle Pass, Texas 78852
Attn: City Manager
Fax No.: 830.773.9170
Email: homero.balderas@eaglepasstx.gov

If to the Trustee or the Paying Agent/Registrar:
BOKF, NA
Attn: Dayna Smith
5956 Sherry Lane, Suite 900
Dallas, Texas 75225
Phone: 214.987.8881

Email: dayna.smith@bankoftexas.com

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission, or other similar unsecured electronic methods; provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method), the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 13.08 Partial Invalidity; Severability.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 13.09 Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State applicable to contracts made and performed in the State.

Section 13.10 Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

* * *

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

BOKF, NA, as Trustee

By: ____

Name: Dayna Smith

Title: Vice President

CITY OF EAGLE PASS, TEXAS

By: ____

Name:_______________________________________

Title:_______________________________________

ATTEST:

____

City Secretary

[CITY SEAL]

Signature Page to Indenture of Trust

EXHIBIT A

FORM OF BONDS

(a) Form of Improvement Area #2 Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY OF EAGLE PASS, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED	REGISTERED
No. ________	$________

United States of America
State of Texas

CITY OF EAGLE PASS, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2025
(EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #2 PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER

City of Eagle Pass, Texas (the *City*) for value received, hereby promises to pay, solely from the Trust Estate, to CEDE & CO. or registered assigns, on the Maturity Date, as specified above, the sum of ________________________________ DOLLARS AND NO/100 ($________), unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date (defined below) to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year and continuing until maturity or prior redemption (each, an *Interest Payment Date*), commencing March 1, 2026.

Capitalized terms appearing herein that are defined terms in the hereinafter-defined Indenture, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Dallas, Texas (the *Designated Payment/Transfer Office*), of BOKF, NA, as trustee and paying agent/registrar (the *Trustee*, which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the 15th day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date that continues for 30 days or more thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date*, which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the Register at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the county in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City in the aggregate principal amount of $________ and having the designation specified in its title (herein referred to as the *Bonds*), dated November 1, 2025 and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of November 1, 2025 (the *Indenture*), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Improvement Area #2 Bonds, the Trustee, and the City, and the terms upon which the Improvement Area #2 Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Improvement Area #2 Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of Improvement Area #2 Improvements, (ii) paying interest on the Improvement Area #2 Bonds during and after the period of acquisition and construction of the Improvement Area #2 Improvements, (iii) funding the Reserve Account Requirement attributable to the issuance of the Improvement Area #2 Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying the costs of issuance of the Improvement Area #2 Bonds.

The Bonds are special, limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Improvement Area #2 Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in Authorized Denominations.

The Improvement Area #2 Bonds are subject to sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a price equal to 100% of the principal amount thereof, or portions thereof, to be redeemed plus accrued interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article IV of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

Term Improvement Area #2 Bonds Maturing [September 1], 20__

Year	Sinking Fund Installment Amount ($)
*	

[*] Final Maturity

Term Improvement Area #2 Bonds Maturing [September 1], 20__

Year	Sinking Fund Installment Amount ($)
*	

[*] Final Maturity

At least 45 days prior to each sinking fund redemption date, the Trustee shall select for redemption randomly by lot a principal amount of Improvement Area #2 Bonds of such maturity equal to the Sinking Fund Installments of such Improvement Area #2 Bonds to be redeemed, shall call such Improvement Area #2 Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.06 of the Indenture.

The principal amount of Improvement Area #2 Bonds required to be redeemed on any sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Improvement Area #2 Bonds of such maturity which, at least 45 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Improvement Area #2 Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Improvement Area #2 Bonds required to be redeemed on any redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Improvement Area #2 Bonds which, at least 45 days prior to the applicable Sinking Fund Installment payment date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The City reserves the right and option to redeem the Improvement Area #2 Bonds maturing on or after [September 1], 20__ before their scheduled maturity dates, in whole or in part, in amounts equal to Authorized Denominations, on or after [September 1], 20__, such redemption date or dates to be fixed by the City, at 100% of the principal amount of such Improvement Area #2 Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption.

Improvement Area #2 Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on the first day of any month, at a Redemption Price equal to at 100% of the principal amount of such Improvement Area #2 Bonds called for redemption, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

Upon surrender of any Bond for redemption in part, the Trustee in accordance with the Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, which shall be an Authorized Denomination. A new Bond representing the unredeemed balance of such Bond shall be issued to the Owner thereof, such exchange being without charge. If any Improvement Area #2 Bonds are to be redeemed and such redemption results in the unredeemed portion of a single Bond in an amount less than the Authorized Denomination, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

The Trustee shall give notice of any redemption of the Improvement Area #2 Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Improvement Area #2 Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Improvement Area #2 Bonds or portions thereof to be redeemed, any conditions to such redemption, and a statement that on the identified redemption date, if all conditions (if any) to such redemption have been satisfied, such Bond shall become due and payable and interest thereon shall cease to accrue. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

The City has the right to rescind any notice of optional or extraordinary redemption by delivery to the Trustee of written notice of such rescission on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Improvement Area #2 Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. Upon receipt of a City Certificate instructing the Trustee to rescind the then-effective notice of redemption, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

With respect to any optional redemption of the Improvement Area #2 Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Improvement Area #2 Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Improvement Area #2 Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Improvement Area #2 Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the Owners of Improvement Area #2 Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the Owners of specified percentages in aggregate principal amount of the Improvement Area #2 Bonds at the time Outstanding, on behalf of the Owners of all the Improvement Area #2 Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the Owner of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such Owner and upon all future Owners hereof and of any Bond issued upon the transfer hereof or in exchange herefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of Bond Counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Improvement Area #2 Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City reserved the right to issue Refunding Bonds payable from and secured by a lien on and pledge of the sources described above, on parity with the lien thereon and pledge thereof securing this Bond.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF CITY OF EAGLE PASS, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE IMPROVEMENT AREA #2 BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Improvement Area #2 Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Improvement Area #2 Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

____
Mayor, City of Eagle Pass, Texas

____
City Secretary

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller shall appear on the Initial Improvement Area #2 Bond:

REGISTRATION CERTIFICATE OF TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. ________
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office an opinion to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this ____________________.

____
Acting Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

BOKF, NA,
Dallas, Texas, as Trustee

DATED: __________

By: __________________________________
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

____

____

____

(Social Security or other identifying number:____________) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints ________________________________ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____________ ____

Signature Guaranteed By:

____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee

(e) Form of Initial Improvement Area #2 Bonds.

The Initial Improvement Area #2 Bond shall be in the form set forth in paragraphs (a), (b), (d) and (e) of this Exhibit A, except for the following alterations:

(1) immediately under the name of the Improvement Area #2 Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(2) in the first paragraph of the Improvement Area #2 Bond, the words "on the Maturity Date as specified above, the sum of _________ DOLLARS AND NO/100 ($_________)" shall be deleted and the following will be inserted: "on [September 1] in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule":

Year	Principal Installment ($)	Interest Rate (%)

(Information to be inserted from Section 3.02(c) of the Indenture); and

(3) the Initial Improvement Area #2 Bond shall be numbered T-1.

EXHIBIT B

FORM OF CITY CERTIFICATE

[City Letterhead]

BOKF, NA
Attn: Dayna Smith
5956 Sherry Lane, Suite 900
Dallas,Texas 75225

Re: City of Eagle Pass, Texas Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project)

Reference is made to the Indenture of Trust (the *Indenture*) by and between City of Eagle Pass, Texas (the *City*) and BOKF, NA (the *Trustee*), regarding the above-described transaction. In accordance with the Indenture, we hereby instruct you as follows:

[insert instructions]

This City Certificate, as executed by the City Representative (as defined in the Indenture) below, is provided in accordance with and complies with the provisions of the Indenture. The Trustee is hereby authorized to rely upon this City Certificate and to take the foregoing action(s). By submission of this City Certificate, the City hereby affirms that it remains in compliance with the covenants as set forth in the Indenture and all supplements related thereto.

Very truly yours,

CITY OF EAGLE PASS, TEXAS

By: ______________________________

Name: ____________________________

Title: _____________________________

EXHIBIT C

DTC LETTER OF REPRESENTATIONS

EXHIBIT B

BOND PURCHASE AGREEMENT

$[_________]
CITY OF EAGLE PASS, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #2 PROJECT)

BOND PURCHASE AGREEMENT

[November 4], 2025

City of Eagle Pass, Texas
100 S. Monroe
Eagle Pass, Texas 78752

Ladies and Gentlemen:

The undersigned, Jefferies LLC (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with City of Eagle Pass, Texas (the "City"), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (as defined herein) between the City and BOKF, NA, Dallas, Texas, as trustee (the "Trustee"), authorizing the issuance of the Bonds (as defined herein), and in the Limited Offering Memorandum (as defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $[__________] aggregate principal amount of the "City of Eagle Pass, Texas Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project)" (the "Bonds"), at a purchase price of $[__________] ((representing the aggregate principal amount of the Bonds, plus a [net] premium of $_________, and less an Underwriter's discount of $[__________]) and no accrued interest.

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a "municipal advisor" (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of Authorized Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated November [1], 2025, and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto, the Indenture (as defined herein) and the Limited Offering Memorandum (as defined herein). Payment for and delivery of the Bonds, and the other actions described herein, shall take place on December 4, 2025 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the "City Council") on November 4, 2025 (the "Bond Ordinance") and shall be issued pursuant to the provisions of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of November [1], 2025, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture").

The Bonds and interest thereon shall be secured by a first and prior lien on and pledge of the Trust Estate (as defined in the Indenture) consisting primarily of revenue from proceeds of special assessments (the "Assessments") levied against assessable property (the "Improvement Area #2 Assessed Property") located within Improvement Area #2 of the Eagle Pass Public Improvement District No. 1, pursuant to an ordinance adopted by the City Council on [November 4,] 2025 (the "Assessment Ordinance"). The District was established by a resolution (the "Creation Resolution"), enacted by the City Council on November 7, 2023, in accordance with the Act. The Assessments were levied in accordance with a service and assessment plan adopted by the City Council on [November 4,] 2025 (the "Service and Assessment Plan" and, together with the Creation Resolution, the Indenture, the Bond Ordinance and the Assessment Ordinance, the "Authorizing Documents"). The Bonds shall be further secured by certain applicable funds and accounts created pursuant to the Indenture.

The proceeds of the Bonds shall be used for (i) paying a portion of the Actual Costs of Improvement Area #2 Projects, (ii) paying interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #2 Projects, (iii) funding the Reserve Account Requirement attributable to the Bonds, and (iv) paying the Bond Issuance Costs.

The Reserve Fund, funded at the Reserve Account Requirement, is reasonably required for the purposes for which the Reserve Fund has been established, is a vital factor in marketing the Bonds, and facilitates the marketing of the Bonds at interest rates comparable to those of other bonds of a similar type.

3. Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof to persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or "Qualified Institutional Buyers" (as defined in Rule 144A under the Securities Act). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (as defined herein) the Issue Price Certificate (as defined herein).

4. Establishment of Issue Price. Notwithstanding any provision of this Agreement to the contrary, the following provisions related to the establishment of the issue price of the Bonds apply:

a. The Underwriter agrees to make a bona fide public offering of all of the Bonds and will, at or before Closing (as defined herein), execute and deliver to Escamilla & Poneck, LLP ("*Bond Counsel"*), an issue price certificate for the Bonds, prepared by Bond Counsel, and in accordance with this Section, in substantially the form attached hereto to as Appendix B (the "*Issue Price Certificate*").

b. For purposes of this Section 2, the following definitions apply:

(i) "*Public*" means any person other than an underwriter or a related party,

(ii) "*Issue Price Underwriter*" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "*Related Party*" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "*Sale Date*" means the date of execution of this Agreement by all parties.

c. The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing the Issue Price Certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B**,** with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the Initial Offering Price (as hereinafter defined) or prices to the Public of the Bonds. All actions to be taken by the Issuer under this Section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

d. The Issuer will treat the first price at which 10% of each maturity of the Bonds (the "*10% Test*"*)* is sold to the Public as of the Sale Date as the issue price of that maturity. At or promptly after the execution of this Agreement, the Underwriter shall report to the Issuer the price or prices at which the Underwriters have sold to the Public each maturity of Bonds. Those maturities of the Bonds that do not satisfy the 10% Test as of the Sale Date will be identified in the Issue Price Certificate and will be subject to the Hold-The-Offering-Price Rule (as hereinafter defined). For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

e. The Underwriter confirms that the Underwriters have offered the Bonds to the Public on or before the date of this Agreement at the offering price or prices (the "*Initial Offering Price*"), or at the corresponding yield or yields, set forth in Appendix B attached hereto, except as otherwise set forth therein. The Issue Price Certificate will set forth the maturities, if any, of the Bonds for which the 10% Test has not been satisfied as of the Sale Date (the "*Held Maturities*"). The Issuer and the Underwriters agree that the restrictions set forth in the next sentence shall apply to the Held Maturities, which will allow the Issuer to treat the Initial Offering Price to the Public of each such maturity as of the Sale Date as the issue price of that maturity (the "*Hold-The-Offering-Price Rule*"). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the Initial Offering Price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the Sale Date; or

(ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the Public at a price that is no higher than the initial offering price to the Public.

The Underwriter shall promptly advise the Issuer when the Underwriters have sold 10% of that maturity of the Bonds to the Public at a price that is no higher than the Initial Offering Price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

f. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) the agreement of each Underwriter to comply with the Hold-The-Offering-Price rule, as set forth in an agreement among the Underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the Public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall not be liable for the failure of any other Underwriter, any dealer who is a member of a selling group or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds.

g. The Underwriter confirms that: Any agreement among Underwriters, any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Issue Price Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a Related Party to an Issue Price Underwriter participating in the initial sale of the Bonds to the Public, and (C) acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the Public, and (ii) any selling group agreement relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Issue Price Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each broker- dealer that is a party to such third-party distribution agreement to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires.

The Underwriter acknowledges that sales of any Bonds to any person that is a Related Party to an Issue Price Underwriter shall not constitute sales to the Public for purposes of this Section

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated [October 21,] 2025, (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the MSRB Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the public offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25th) day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the "Non-City Disclosures") (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any maps included therein or under the captions and subcaptions "PLAN OF FINANCE — Status of Development," "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BOOK-ENTRY-ONLY SYSTEM," "THE IMPROVEMENT AREA #2 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER," "THE ADMINISTRATOR," "APPRAISAL OF PROPERTY WITHIN THE DISTRICT," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area

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#2 Projects and the Development), "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE — The Developer," and "— The Developer's Compliance with Prior Undertakings," "INFORMATION RELATING TO THE TRUSTEE" and "APPENDIX F." If such notification shall be subsequent to the Closing (as defined herein), the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access system within one (1) business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

6. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into and perform its duties and obligations under:

1. this Agreement;

2. the Indenture;

3. the Development Agreement, effective as of June 4, 2023 (the "Development Agreement") executed and delivered by the City and Empire Industrial Park LLC, a Texas limited liability company (the "Developer"); and

4. the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of [November 4], 2025 (the "Continuing Disclosure Agreement of Issuer"), executed and delivered by the City, P3Works, LLC (the "Administrator") and _______________, _________, Texas, as dissemination agent.

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Development Agreement, (4) the Continuing Disclosure Agreement of Issuer, (5) the Limited Offering Memorandum, and (6) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (6) being referred to collectively herein as the "City Documents").

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of governmental immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the Bond Ordinance and the other City Documents.

d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with the obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any portion of the Trust Estate or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of certain revenues and the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Assessment Ordinance and the Act on those parcels of land identified in the Assessment Rolls (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds (other than the City of Eagle Pass, Texas Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project), notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum, as of its date through the date hereof, is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to Section 5d. of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5d. hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to Section 5d. of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5d. hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

m. Compliance with Rule 15c2-12. During the past five (5) years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and/or warranty, as applicable in the legal context, by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing Date it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing Date.

r. Financial Advisor. The City has engaged PFM Financial Advisors LLC as its financial advisor (the "Financial Advisor") in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

7. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer an executed Developer Letter of Representations (the "Developer Letter of Representations") in the form of Appendix A hereto, and, on the Closing Date, a certificate signed by the Developer as set forth in Section 10 e. hereof (the "Developer Closing Certificate").

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its "FAST" System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to Escamilla & Poneck, LLP ("Bond Counsel"), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter or Underwriter's Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer Letter of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter's Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and any other City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Winstead PC ("Developer's Counsel") shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, and the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of [______] [__], 2025, executed and delivered by the Developer, the Administrator, and the Dissemination Agent (the "Continuing Disclosure Agreement of Developer" and, together with the Developer Letter of Representation, the Development Agreement and the Landowner Certificate, the "Developer Documents"); and (v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. <u>No Default</u>. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, any other City Documents, the Developer Documents or other documents relating to the financing and construction of the Authorized Improvements and the Development (as defined in the Limited Offering Memorandum), and the Developer shall not be in default in the payment of principal of or interest on any of its indebtedness which default shall materially adversely impact the ability of the Developer to pay the Assessments when due or complete the Authorized Improvements.

d. <u>Closing Documents</u>. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 10 below.

e. <u>Termination Events</u>. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

1. legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the

Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

2. legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds or the Bonds are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

3. a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; provided, however that such suspension in trading or any disruption in securities settlement, payment or clearance service is not in force on the date hereof; or

4. there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

5. there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or described in the Limited Offering Memorandum; or

6. any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

7. any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments pledged to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; and, upon the Underwriter's written request, the City has failed to amend or supplement the Limited Offering Memorandum in compliance with this Agreement, or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering

Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10b. hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum but that Bond Counsel has reviewed the statements and information appearing in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts" as to which no opinion is expressed), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (except for the final paragraph thereof, as to which no opinion is expressed), "LEGAL MATTERS — Legal Opinions" (except for the final paragraph thereof, as to which no opinion is expressed), "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," and "APPENDIX B" and Bond Counsel is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance and the Indenture contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, do not contain any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinance and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Development Agreement, the Continuing Disclosure Agreement of Issuer, and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of the City Attorney dated the Closing Date and addressed to the Underwriter, the City and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinion of Developer's Counsel. The opinion of Developer's Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, City Attorney, the Underwriter and the Trustee.

e. Developer Closing Certificate. The Developer Closing Certificate dated as of the Closing Date, signed by authorized officers of the Developer in substantially the form of Appendix E hereto.

f. City Closing Certificate. A certificate of the City, dated the Closing Date, signed by an appropriate City official, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and any other City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof;

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing;

(v) all official action of the City relating to the Limited Offering Memorandum, the Bonds and the City Documents have been duly taken by the City, are in full force and effect and have not been modified, amended, supplemented or repealed; and

(vi) to his or her knowledge, no event affecting the City has occurred since the date of the Limited Offering Memorandum which should be disclosed therein for the purpose for which it is to be used or which is necessary to be disclosed therein in order to make the statements and information therein not misleading in any respect.

g. Trustee's Counsel Opinion. An opinion of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the City and Bond Counsel, in form and substance reasonably acceptable to Underwriter's Counsel, the City and Bond Counsel to the following effect:

(i) The Trustee is duly organized, validly existing and in good standing as a national banking association organized under the laws of the United States of America, with full corporate power and authority to conduct its business and affairs as Trustee;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture;

(iii) The Indenture has been duly authorized, executed and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms; and

(iv) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the

Bonds and the acceptance and performance of the obligations created by the Indenture.

h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and reasonably substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

i. Underwriter's Co-Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of McCall, Parkhurst & Horton L.L.P. and Cantu Harden Montoya LLP (collectively, "Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(ii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, Escamilla & Poneck, LLP, as Bond Counsel, PFM Financial Advisors LLC, as Financial Advisor, P3 Works, LLC, public improvement district administrator, representatives of the Developer, its counsel, Winstead PC, and Slay Engineering Company, Inc. (the "Engineer") and its engineers and consultants and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond the date of this Agreement), and in reliance thereon, on oral and written statements and representations of the City, the Developer and others and on the records, documents, certificates, opinions and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the Preliminary Limited Offering Memorandum through the date of the Limited Offering Memorandum, and as of the date of this Agreement, based on the documents, drafts, and facts in existence and reviewed as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission Rule 15c2-12 or otherwise left blank and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum as of its date and as of the Closing Date contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, such counsel expressly excludes from the scope of this paragraph and expresses no view, with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, about any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices or any information about book-entry, DTC, Cede & Co., underwriting or underwriter, tax matters, included or referred to therein or omitted therefrom. No responsibility is undertaken or conclusion expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum; and

(iii) The Continuing Disclosure Agreement of Issuer satisfies the requirements contained in Securities and Exchange Commission Rule 15c2-12(b)(5) for an undertaking by the City for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by said Rule; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in numbered paragraph ii, above.

j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

k. Delivery of City Documents and the Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

m. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed) issued pursuant to the Code.

n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1 and Appendix E-2.

p. Letter of Representation of Assessment Consultant and Administrator. Letter of Representation of Administrator, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

q. Letter of Representation of the Appraiser and Appraisal. (i) Letter or Representation of the Appraiser, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property within the District as Appendix F to the Limited Offering Memorandum.

r. Evidence of Filing of Creation Resolution, Assessment Ordinance and Bond Ordinance. Evidence that (i) the Creation Resolution including a legal description of the District by metes and bounds, (ii) the Assessment Ordinance and (iii) the Bond Ordinance, including the legal description of the property within the District, the assessment rolls and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed have been filed of record in the real property records of Maverick County, Texas.

s. Developer Organizational Documents. The Developer shall have delivered to the Underwriter and the City, (i) fully executed copies of the Developer's organizational documents, (ii) a Certificate of Status from the Texas Secretary of State, for the Developer and (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

t. Rule 15c2-12 Certification. A resolution, order, or certificate whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds, which certification may be included in the Bond Ordinance.

u. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

v. BLOR. A copy of the current Blanket Issuer Letter of Representation to DTC signed by the City.

w. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement (unless waived by the Underwriter in its sole discretion), or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13 and 15 hereof.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, the opinion of Bond Counsel described in Section 10(a) hereof and all documents required to be delivered by the Developer.

12. Term of Agreement. Except for surviving representations, warranties, and indemnities of the parties to this Agreement, the term of this Agreement terminates upon the "end of the underwriting period" (as defined in Rule 15c2-12) or, if earlier, exercise of a termination right (which may not be based on and existing or incipient breach of a verification).

13. Costs and Expenses. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds and all other related documents; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and

disbursements of the City's Financial Advisor, the Trustee's counsel, Bond Counsel, Developer's Counsel and the Trustee relating to the issuance of the Bonds; (iv) the Attorney General's review fees; (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Paying Agent/Registrar and Administrator; and (vi) the out of pocket, miscellaneous and closing expenses, including the cost of travel, of the City's officers and employees (vii) any other expenses mutually agreed to by the City and the Underwriter to be reasonably considered expenses of the City which are incident to the to the transactions contemplated hereby.

The Underwriter shall pay (from the expense component of the underwriting discount) the following expenses: (i)the cost of preparation and printing of this Purchase Contract, the Blue Sky Survey, if any; (ii) all advertising expenses in connection with the limited offering of the Bonds; (iii) all other expenses incurred by them in connection with the limited offering of the Bonds, including the fees associated with the Digital Assurance Certification, for continuing disclosure undertaking compliance review and the fees and disbursements of counsel retained by the Underwriters; (iv) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), and (v) any expenses voluntarily incurred by the Underwriters at its discretion (including, but not limited to travel, lodging, meals and similar expenses) in connection with offering and distribution of the Bonds.

The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Eagle Pass, Texas, 100 South Monroe, Eagle Pass, Texas 78852, Attention: City Manager. Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: Jefferies LLC, 300 Crescent Court, Suite 500, Dallas, Texas, Attention: Doug Hartman.

15. Parties in Interest; Survival of City Representations. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and covenants contained in this Agreement shall remain operative and in full force and effect and survive delivery of and payment for the Bonds and any termination, regardless of any investigations made by or on behalf of the Underwriter.

16. Survival of Representations and Warranties of Third Parties. All representations and warranties of the parties (other than the City and Underwriter) made in, pursuant to or in connection with this Agreement, including the appendices hereto, shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The City and the Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

18. Severability. In case any one or more of the provisions contained herein 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.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Statutory Verifications. The Underwriter makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

The Underwriter represents that it has on file with the Attorney General a standing letter addressing the statutory verifications above (the “Covered Verifications”) in a form acceptable to the Attorney General.

The Underwriter further represents and warrants that it has not received a letter (a “Request Letter”) from either the Attorney General or Texas Comptroller seeking written verification related to Covered Verifications. In addition, at the request of the City or Bond Counsel or if the Underwriter or the parent company, a wholly- or majority-owned subsidiary or another affiliate of the Underwriter receives a Request Letter from the Attorney General or the Texas Comptroller in connection with a review of their standing letter, the Underwriter shall promptly notify the City and Bond Counsel (if it has not already done so) and provide to the City and Bond Counsel, at least two business days prior to the Closing and additionally upon request by the City or Bond Counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the Issuer and the Attorney General (the “Bringdown Verification”). The Bringdown Verification may be in the form of an email.

23. Form 1295. The Underwriter hereby represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof. Accordingly, the Underwriter is not required to file a Form 1295.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

JEFFERIES LLC, as Underwriter

By: ___________________________

Name: ________________________

Title:__________________________

Accepted at _____ a.m./p.m. central time on the ___ day of November, 2025.

CITY OF EAGLE PASS, TEXAS

By: ___________________________
Mayor

City Of Eagle Pass, Texas
Special Assessment Revenue Bonds, Series 2025
(Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project)
Bond Purchase Agreement Signature Page

SCHEDULE I

$[__________]
CITY OF EAGLE PASS, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(Eagle Pass Improvement District No. 1 Improvement Area #2 Project)

Interest Accrues From: Closing Date

$_______ __% Bonds, Due ______, 20__, Priced to Yield _____%; CUSIP No.___ [(a) (b) (c)(d)]

$_______ __% Bonds, Due _______, 20__, Priced to Yield _____%; CUSIP No.___ [(a) (b) (c)(d)]

(a) CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services ("CGS"), managed by FactSet Research Systems Inc. on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for service provided by CGS. CUSIP numbers are provided for convenience of reference only. The City, the City's Financial Advisor (as defined herein) and the Underwriter do not take any responsibility for the accuracy of such numbers

(b) The initial reoffering prices or yields of the Bonds have been determined in accordance with the Substantial Amount Test.

(c) The Bonds maturing on or after ______, 20[__] are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, on any date on or after _______, 20[__], at the redemption price of 100% of the principal amount of such Bonds, or portion thereof, to be redeemed, plus accrued interest to date of redemption.

(d) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

The Bonds maturing _______, 20[__], are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installment as set forth in the following schedule.

Term Bonds Stated to
Mature on ______, 20__

Year	Principal Amount ($)

Term Bonds Stated to
Mature on _______, 20__

Year	Principal Amount ($)

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

$[__________]
CITY OF EAGLE PASS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #2 PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

[__________], 2025

City of Eagle Pass, Texas
100 S. Monroe
Eagle Pass, Texas 786572

Jefferies LLC
300 Crescent Ct. #500
Dallas, Texas 75201

Ladies and Gentlemen:

This letter is being delivered to City of Eagle Pass, Texas (the "City") and Jefferies LLC (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $[__________] "Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, Empire Industrial Park, LLC, a Texas limited liability company (the "Developer"), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used and not otherwise defined in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

<u>Purchase and Sale of Bonds</u>. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps of the District therein and under the captions and subcaptions "PLAN OF FINANCE — Development Plan and Plan of Finance," "OVERLAPPING TAXES AND DEBT — Homeowners' Association," "THE IMPROVEMENT AREA #2 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER," and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #2 Projects and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developer," "CONTINUING DISCLOSURE — The Developer," "SOURCES OF INFORMATION — Developer," and "APPENDIX E-2" (collectively, the "Developer Disclosures") in accordance with subsection 4(f) herein.

Developer Documents. The Developer has executed and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

a. this Developer Letter of Representations;

b. the Landowner Agreement

c. the Financing Agreement

d. the Development Agreement;

e. the Continuing Disclosure Agreement of Developer; and

f. the Landowner Consent Certificates.

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the "Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party.

d. No Litigation. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. No "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which the Developer is a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Authorized Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default" by the Developer, has occurred and is continuing.

Indemnification.

The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act of 1933 or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds, and (c) any termination of the Bond Purchase Agreement.

Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[Signature page follows.]

EXECUTED and DELIVERED as of this _____________, 2025.

EMPIRE INDUSTRIAL PARK, LLC
a Texas limited liability company,
as Developer

By: ______________________________
Name: ______________________________
Title: ______________________________

APPENDIX B

$[__________]
CITY OF EAGLE PASS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #2 PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, as the duly authorized representative of Jefferies LLC, ("Purchaser"), with respect to the "City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project)," issued by City of Eagle Pass, Texas ("Issuer") in the principal amount of $[___________] ("Bonds"), hereby certifies, based on its records and information, as follows:

(a) [Other than the Certificates maturing in ____________ ("Hold-the-Price Maturities"), the] [The]The first price at which at least ten percent ("Substantial Amount") of the principal amount of each maturity of the Bonds having the same credit and payment terms (a "Maturity") was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (the "Public") is set forth in the final Limited Offering Memorandum relating to the Bonds.

(Add (b) and (c) only if there are Hold-the-Price maturities)

(b) On or before the first day on which the Bond Purchase Agreement is entered into (the "Sale Date"), the Purchaser offered to the Public each Maturity of the Hold-the-Price Maturities at their respective initial offering prices (the "Initial Offering Prices"), as listed in the final Limited Offering Memorandum relating to the Certificates.

(c) As set forth in the Bond Purchase Agreement, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the respective Initial Offering Price for such Maturity until a date that is the earlier of the close of the fifth business day after the Sale Date or the date on which the Syndicate sells a Substantial Amount of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.

A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule A.

For purposes of this Issue Price Certificate, the term "Underwriter" means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

[Signature page follows.]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Escamilla & Poneck, LLP. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED as of this _____________, 2025.

JEFFERIES LLC,
as Underwriter

By:________________________________

Name:
Title:

SCHEDULE A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

APPENDIX C

[LETTERHEAD OF CITY ATTORNEY]

[December 4], 2025

Jefferies LLC
300 Crescent Ct #500
Dallas, TX 75201

BOKF, NA
5956 Sherry Lane, Suite 900
Dallas, Texas 75225

City of Eagle Pass, Texas
100 S. Monroe
Eagle Pass, Texas 78672

$[_________]
CITY OF EAGLE PASS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #2 PROJECT)

Ladies and Gentlemen:

I am the City Attorney for the City of Eagle Pass, Texas (the "City") and I am rendering this opinion in connection with the issuance and sale of $[__________] "City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project)" (the "Bonds"), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to an ordinance enacted by the City Council of the City (the "City Council") on November 4, 2025 (the "Bond Ordinance") and are issued pursuant to Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of November 1, 2025, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In connection with rendering this opinion, we have reviewed the:

(a) a resolution creating the District (the "Creation Resolution") enacted by the City Council on November 7, 2023;

(b) an order levying the Assessments approved by City Council on November 4, 2025, and the service and assessment plan (the "Service and Assessment Plan") attached as an exhibit thereto (the "Assessment Ordinance");

(e) the Bond Ordinance, approved by City Council on November 4, 2025;

(g) the Indenture;

(f) Reserved;

(j) the Development Agreement, effective as of June 4, 2024 (the "Development Agreement") executed and delivered by the City and Empire Industrial Park LLC, a Texas limited liability company (the "Developer"); and

(k) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of [December] [4], 2025 (the "Continuing Disclosure Agreement of Issuer"), executed and delivered by the City, P3Works, LLC, as the Administrator, and BOKF, NA, Dallas, Texas, as dissemination agent.

The Creation Resolution, the Assessment Ordinance, the Indenture and the Bond Ordinance shall herein after be referred to as the "Authorizing Documents" and the remaining documents shall herein after be collectively referred to as the "City Documents."

In all such examinations, we have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, we have assumed the due authorization, execution, and delivery of the City Documents by all parties other than the City.

Based on the information provided to us and subject to the foregoing and the additional qualifications and assumptions set forth herein, I am of the opinion that:

1. The City is a Texas political subdivision authorized to enter into and perform its obligations under the Authorizing Documents and the City Documents. The City has taken or obtained all actions, approvals, consents, and authorizations required of it by applicable Texas laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

2. There is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or, to the best of our knowledge, threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in the District pursuant to the provisions of the Assessment Ordinance, the Bond Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City; and there is no known basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (a) through (f) of this sentence.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The City Documents have been duly authorized and executed by the City and are legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the City Documents are authorized under applicable law and will not violate any provision of the Federal or Texas constitutional or statutory provisions.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

7. The City has duly authorized and executed the Preliminary Limited Offering Memorandum.

8. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Limited Offering Memorandum under the captions and subcaptions "ASSESSMENT PROCEDURES," "THE COUNTY," "THE DISTRICT," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" and " — The City's Compliance with Prior Undertakings" and "APPENDIX A" is a fair and accurate summary of the law and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Sincerely,

City Attorney
City of Eagle Pass, Texas

APPENDIX D

[LETTERHEAD OF WINSTEAD PC, DEVELOPER'S COUNSEL]

[December 4], 2025

City of Eagle Pass, Texas
100 S. Monroe
Eagle Pass, Texas 78752

Jefferies LLC
300 Crescent Ct. #500
Dallas, Texas 75201

BOKF, NA
5956 Sherry Lane, Suite 900
Dallas, Texas 75225

Escamilla & Poneck, LLP
700 N. St. Mary's St., Suite 850
San Antonio, Texas 78205

Cantu Harden Montoya
1020 NE Loop 410, Suite 401
San Antonio, TX 78209

$[__________]
CITY OF EAGLE PASS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO.1
IMPROVEMENT AREA #2 PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to Empire Industrial Park, LLC, a Texas limited liability company ("the "Developer") in connection with the issuance and sale by the City of Eagle Pass, Texas (the "City"), of $[__________] City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project) (the "Bonds"), pursuant to the Indenture of Trust, dated as of November 1, 2025 (the "Indenture"), by and between the City and BOKF, NA, Dallas, Texas, as trustee (the "Trustee"). Proceeds from the sale of the Bonds will be used, in part, to fund or reimburse certain public infrastructure improvements in the development known as "Empire Industrial Park" (the "Empire Industrial Park Development") located in City of Eagle Pass, Texas (the "City").

The Bonds are being sold to Jefferies LLC (the "Underwriter"), pursuant to that certain Bond Purchase Agreement dated [November 4], 2025 (the "Bond Purchase Agreement"), between the City and the Underwriter.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents (collectively, the "Material Documents"):

(1) the Development Agreement, effective as of June 4, 2024, by and among the City and the Developer;

(2) the Financing Agreement by and between the City and the Developer dated November [__], 2025 (the "Financing Agreement");

(3) the Developer Letter of Representations, dated as of [December 4], 2025, and signed by the Developer;

(4) the Landowner Agreement, dated [______] [__], 2025, by and between the City and the Developer (the "Developer Landowner Agreement");

(5) The Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of [December 4], 2025 executed and delivered by the Developer, P3 Works, LLC, as Administrator, and BOKF, NA, as dissemination agent; and

(b) General Certificate of the Developer and the Closing Certificate of the Developer, each dated as of the date hereof (together, the "Developer Certificate").

(c) The Preliminary Limited Offering Memorandum dated [October 22,] 2025 relating to the issuance of the Bonds (the "Preliminary Limited Offering Memorandum").

(d) The final Limited Offering Memorandum dated [November 4], 2025, relating to the issuance of the Bonds (the "Limited Offering Memorandum").

(e) Such other documents, records, agreements and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Winstead PC attorneys who have given substantive attention to matters concerning the Developer during the course of our representation of the Developer in connection with the Material Documents, which knowledge has been obtained by such attorneys in their capacity as such after review of certificates, reports and information provided by the Developer, assuming such certificates, reports and information are accurate and complete. Further, the words "our knowledge" and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer), that: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto and that each such document constitutes a valid, binding, and enforceable obligation of each party thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its obligations under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental authority of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than the Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that the City nor its counsel have any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The Developer is (a) a Texas limited liability company duly formed, validly existing under the laws of the State of Texas and qualified to transact business as a Texas limited liability company, and (b) in good standing under the laws of the State of Texas.

2. The Developer has the power and authority under the Texas Business Organizations Code and the Developer's organizational documents to execute, deliver and

perform its obligations under the Material Documents to which it is a party. The execution and delivery by the Developer of each Material Document to which it is a party, and the performance by the Developer of its agreements set forth therein, have been duly authorized by all necessary limited liability company action under the laws of the State of Texas and the Developer's organizational documents.

3. The execution and delivery by the Developer of the Material Documents and the performance by the Developer of its obligations under the Material Documents will not (i) violate any applicable law; or (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its obligations under the Material Documents to which it is a party.

4. To our knowledge, no governmental approval which has not been obtained or taken is required to be obtained or taken by the Developer on or before the date hereof as a condition to the performance by the Developer of its obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

5. The Developer has duly executed and delivered each of the Material Documents to which it is a party, and each of the Material Documents constitute the legal, valid, and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part. The execution, delivery, and performance by the Developer of its respective obligations under the Material Documents do not violate any existing laws of the State of Texas applicable to the Developer or any ordinance of the City applicable to the Developer or any ordinance of the City applicable to the Developer.

6. To our knowledge after reasonable inquiry, there are no actions, suits or proceedings pending or threatened against the Developer identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Material Documents to which it is a party; (iii) the validity or enforceability against it of such Material Documents or the transactions described therein; (iv) the titles of the parties executing the Material Documents; (v) the execution and delivery of the Material Documents on behalf of the Developer; (vi) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial

condition of the Developer; or (vii) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum.

7. The execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, Indenture, bond note, resolution, agreement or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Developer Certificate which violation, breach or default would materially adversely affect the Developer or its performance of its obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable law or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

8. The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps therein and under the captions "PLAN OF FINANCE" (excluding the subcaptions "—The District" and "—The Bonds"), "THE IMPROVEMENT AREA #2 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER," "CONTINUING DISCLOSURE – The Developer" and "– The Developer's Compliance with Prior Undertakings," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #2 Projects and the Development, each as defined in the Limited Offering Memorandum) and "LEGAL MATTERS — Litigation — The Developer," and "APPENDIX E-2" adequately and fairly describe the information summarized under such captions and do not contain any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and are correct as to matters of law.

Subject to the below qualifications and based upon our participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and our participation at conferences with representatives of the Underwriter and Underwriter's Counsel, the City and City Attorney, and with representatives of the Developer at which the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and any amendment or supplement thereto, except as described in paragraph 6 above, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph, with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum and as of [October 22], 2025, and with respect to the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.

(b) We have relied upon the Developer Certificate, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(c) Our opinion delivered pursuant to Section 5 above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisement, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Very truly yours,

Winstead PC

APPENDIX E

CLOSING CERTIFICATE OF EMPIRE INDUSTRIAL PARK, LLC

In connection with that certain Bond Purchase Agreement, dated [November 26], 2025 (the "Bond Purchase Agreement"), between the City of Eagle Pass, Texas (the "City") and Jefferies LLC (the "Underwriter") related to the City's $[__________] aggregate principal amount of Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project) (the "Bonds"), Empire Industrial Park, LLC, a Texas limited liability company (the "Developer"), DOES HEREBY CERTIFY the following as of [________], 2025. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Bond Purchase Agreement.

1. The Developer is a limited liability company, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City and the Underwriter to be used in connection with the offering by the City of the Bonds, pursuant to the City's Preliminary Limited Offering Memorandum, dated [October 21,] 2025 and Limited Offering Memorandum dated [November 4], 2025 (together, the "Limited Offering Memorandum").

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer's organizational documents, and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed or caused the execution of, and delivered each of the Developer Documents (as defined in the Bond Purchase Agreement) in the capacity provided for therein, and each of the Developer Documents constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms.

6. The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

7. The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which Developer is a party. To the Developer's knowledge, after due inquiry, there are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to

perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum.

9. The Developer has reviewed and approved the information contained in the Limited Offering Memorandum under the captions "PLAN OF FINANCE" (excluding the subcaptions "—The District," and "—The Bonds"), "THE IMPROVEMENT AREA #2 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER" (only as it pertains to the Developer, the Improvement Area #2 Projects and the Development, each as defined in the Limited Offering Memorandum), "CONTINUING DISCLOSURE – The Developer" and "– The Developer's Compliance with Prior Undertakings," "APPRAISAL OF PROPERTY WITHIN THE DISTRICT," and, to the best of the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #2 Projects and the Development, each as defined in the Limited Offering Memorandum) and "LEGAL MATTERS — Litigation — The Developer," "APPENDIX E-2," and "APPENDIX F," and certifies that the same does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading respecting the Developer and the portion of the Development owned by the Developer, provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

10. The Developer is in compliance in all material respects with all provisions of applicable law in all material respects relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of such portion of the Development as described in the Limited Offering Memorandum; and (b) we have no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

11. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

12. The levy of the Assessments (as defined in the Limited Offering Memorandum) on property in Improvement Area #2 of the District owned by the Developer will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

13. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the development of the Development.

14. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

[*Signature page to follow*]

EMPIRE INDUSTRIAL PARK, LLC,
a Texas limited liability company,
as Developer

By:___________________________________

Name:
Title:

APPENDIX F

[LETTERHEAD OF P3 WORKS, LLC]

[CLOSING DATE], 2025

City of Eagle Pass, Texas
100 South Monroe
Eagle Pass, Texas 78852

Jefferies LLC
300 Crescent Ct #500
Dallas, TX 75201

Escamilla & Poneck, LLP
700 N. St. Mary's Street, Suite 850
San Antonio, Texas 78205

Re: City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of P3 WORKS, LLC. ("P3 Works"), consultant in connection with the creation by the City of Eagle Pass, Texas (the "City"), of Eagle Pass Public Improvement District No. 1 (the "District"), does hereby represent the following:

1. P3 Works has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [September __,] 2025 and the final Limited Offering Memorandum for the Bonds, dated [_____] [__], 2025 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City, as described above. The information P3 Works, LLC provided for the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES" and "THE ASSESSMENT CONSULTANT AND ADMINISTRATOR" and (b) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX C to the Limited Offering Memorandum.

2. At the request of the City, P3 Works has prepared the SAP and acknowledges and agrees that the SAP will be included in the Limited Offering Memorandum for the Bonds.

3. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described in paragraph 1 above do not contain an untrue statement of a material fact as to the information and data set forth therein and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

4. We agree to the use of P3 Works' name in the Limited Offering Memorandum for the Bonds.

5. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about ___________,

2025) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in a material fact or render any such information materially misleading.

6. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

P3 WORKS, LLC

Name: ______________________________

By: ______________________________

Its: ______________________________

Signature Page to Letter of Representation of Administrator

[LETTERHEAD OF APPRAISER]

November [__], 2025

City of Eagle Pass, Texas
100 South Monroe
Eagle Pass, Texas 78852

Jefferies LLC
300 Crescent Ct #500
Dallas, TX 75201

Escamilla & Poneck, LLP
700 N. St. Mary's Street, Suite 850
San Antonio, Texas 78205

BOKF, NA
5956 Sherry Lane, Suite 900
Dallas, Texas 75225

Re: City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, [NAME OF APPRAISAL FIRM], appraiser of the property contained in the Eagle Pass Public Improvement District (the "District"), does hereby represent the following:

1. On behalf of the City of Eagle Pass, Texas, I have supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [_____________], 2025, and the Limited Offering Memorandum for the Bonds, dated on or about [______________], 2025 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City of Eagle Pass, Texas, as described above. The information I have provided is the real estate appraisal of the property in the District, located in APPENDIX F to the Limited Offering Memorandum, and the description thereof, set forth under the caption "APPRAISAL OF PROPERTY WITHIN THE DISTRICT."

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of the name of my firm in the Limited Offering Memorandum for the Bonds.

4. I agree that, to the best of my ability, I will inform you immediately should I learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about [_____________], 2025) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any statement in the appraisal materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

[NAME OF APPRAISAL FIRM]

____

By: ____________________________________

Its: ____________________________________

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

CITY OF EAGLE PASS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #2 PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of [November 4], 2025 (this "Disclosure Agreement") is executed and delivered by and between the City of Eagle Pass, Texas (the "Issuer"), P3Works, LLC (the "Administrator") and BOKF, NA, Dallas , Texas, acting solely in its capacity as dissemination agent (the "Dissemination Agent"), with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project)" (the "Bonds"). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of November 1, 2025, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Additional Obligations" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes or time warrants secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within the District in accordance with the PID Act.

"Administrative Expenses" refer to the fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services described herein and incorporated in the Annual Collection Costs further defined in the Indenture.

"Administrator" shall mean the Issuer or the person or independent firm designated by the City who shall have the responsibility provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District. The Issuer has selected P3Works, LLC as the current Administrator.

"Affiliate" shall mean an entity that owns property within Improvement Area #2 of the District and is controlled by, controls, or is under common control with the Developer.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Installment(s)” shall have the meaning assigned to such term in the Indenture.

“Annual Issuer Report” shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Assessments” shall have the meaning assigned to such term in the Indenture.

“Bond” or “Bonds” shall mean those certain “City of Eagle Pass, Texas Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project) that are secured by the Trust Estate, consisting primarily of actual revenues received by or on behalf of the City from the collection of Assessments levied against Assessed Property, or the Annual Installments thereof, for the Improvement Area #2 Projects.

“Business Day” shall mean any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close.

“Developer” shall mean with respect to Improvement Area #2, Empire Industrial Park, LLC.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of the Developer dated as of [November 4], 2025 executed and delivered by the Developer, P3Works, LLC, as Administrator and the Dissemination Agent.

“Disclosure Representative” shall mean the Finance Director of the Issuer or the designee of either of such officers, or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean BOKF, NA, Dallas, Texas, a national banking association duly organized and existing under the laws of the United States, acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Eagle Pass Public Improvement District No. 1.

“EMMA” shall mean the Electronic Municipal Market Access System currently available on the internet at http://emma.msrb.org.

“Financial Obligation” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Financing Agreement” means that certain “Eagle Pass Public Improvement District No. 1 (Improvement Area #2) Financing Agreement” between the City and Empire Industrial Park LLC, which provides, in part, for the deposit and use of Improvement Area #2 Bonds proceeds, payment of Actual Costs of Improvement Area #2 Project and other matters related to the foregoing and as such agreement may be further amended from time to time.

“Fiscal Year” shall mean the Issuer’s fiscal year, currently the 12 month period from October 1 through September 30.

“Issuer” shall mean the City of Eagle Pass, Texas

“Improvement Area #2” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #2 Improvements” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Limited Offering Memorandum” shall mean the Limited Offering Memorandum for the Bonds, dated [November 4], 2025

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall have the meaning assigned to such term in the Indenture.

“Participating Underwriter” shall mean Jefferies, LLC and its successors and assigns.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“Prepayment” shall mean the payment of all or a portion of an Assessment before the final Annual Installment thereof.

“Redemption Price” shall have the meaning assigned to such term in the Indenture.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Trust Estate” shall have the meaning assigned to such term in the Indenture.

"Trustee" shall mean BOKF, NA, Dallas Texas a national banking association duly organized and validly existing under the laws of the United States of America, acting solely in its capacity as trustee hereunder, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in the Indenture.

SECTION 3. Provision of Annual Issuer Reports and Audited Financial Statements.

(a) The Issuer shall cause, pursuant to written direction, and hereby directs the Administrator to compile and prepare the Annual Issuer Report. The Administrator shall provide such Annual Issuer Report to the Issuer and the Dissemination Agent no later than ten (10) Business Days before the expiration of six months after the end of each Fiscal Year.

(b) The Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other form required by the MSRB, commencing with the Fiscal Year ending September 30, 2025, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer, if prepared and available, may be submitted separately from the Annual Financial Information, and later than the date required in this paragraph for the filing of the Annual Issuer Report if audited financial statements are not available by such date; If not provided with the Annual Issuer Report, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year may be submitted separately from the Annual Issuer Report, but shall be submitted within twelve (12) months after the end of the Issuer's Fiscal Year; provided, however, that if the audited financial statements are not complete by twelve (12) months after the end of the Issuer's Fiscal Year, then the Issuer shall provide unaudited financial statements within such period and the Issuer shall provide audited financial statements thereafter if prepared and when available.

The Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement, provided further, however, that the Annual Issuer Report must be submitted not later than six months after the end of the Issuer's Fiscal Year, commencing with the Fiscal Year ended September 30, 2025.

If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a). All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(c) The Issuer shall or shall cause the Dissemination Agent pursuant to written direction to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report on the date required in subsection (a);

(ii) file the Annual Issuer Report containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report, together with written instructions to file such financial information or financial statements with the MSRB, and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall provide written confirmation to the Issuer stating that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) Within six (6) months after the end of each Fiscal Year the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount, the principal amount remaining Outstanding and the interest amount remaining Outstanding;

(B) The amounts in the funds and accounts held under the Indenture securing the Bonds; and

(C) The assets and liabilities of the Trust Estate.

(ii) The principal and interest paid on the Bonds during such Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(iii) Any changes to the land use designation for the property in Improvement Area #2 from the purposes identified in the Service and Assessment Plan.

(iv) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Assessments in Improvement Area #2.

(v) The aggregate taxable assessed valuation for parcels or lots within Improvement Area #2 based on the most recent certified tax roll available to the Issuer.

(vi) Listing of any property or property owners in Improvement Area #2 representing more than twenty percent (20%) of the levy of Assessments, the amount of the levy of Assessments against such landowners, and the percentage of such Assessments relative to the entire levy of Assessments within Improvement Area #2, all as of the October 1 billing date for the Fiscal Year.

(vii) Collection and delinquency history of the Assessments within Improvement Area #2 for the past five Fiscal Years, in substantially the following format:

Collection and Delinquent History of Assessments in Improvement Area #2 of the District

Collected in Fiscal Year Ending 9/30	Assessment Billed	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Assessments Collected[1]
20__							
20__							
20__							
20__							
20__							$

(1) Collected as of ________, 20__. Includes $__________ attributable to Prepayments

(viii) For each calendar year, if the total amount of Annual Installments that are delinquent as of September 1 in such calendar year is equal to or greater than ten (10%) of the total amount of Annual Installments due in such calendar year, a list of parcel numbers for which the Annual Installments are delinquent.

(ix) Total amount of Prepayments collected, as of the [February 1] and [March 1], or as of the date of the Annual Issuer Report if dated prior to March 1, of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(x) The amount of delinquent Assessments by Fiscal Year:

(A) which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted);

(B) for which foreclosure proceedings have been instituted but have not been concluded;

(C) which have been reduced to judgment but not collected;

(D) which have been reduced to judgment and collected; and

(E) the result of any foreclosure sales of assessed property within Improvement Area #2 if the assessed property sold at a foreclosure sale represents more than one percent (1%) of the total amount of Assessments.

(xi) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) The audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer.

(c) See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. The Issuer has designated P3Works, LLC as the Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Issuer Reports under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference. The Dissemination Agent has no duty or obligation to determine whether or not the information contained in any completed forms containing financial information and operating data as shown in Exhibit B provided to it has been accurately completed and shall only be required to file the forms as completed and provided to it by either the Administrator or the Issuer, pursuant to written direction.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The Issuer does not intend for any sale by the Developer of real property within Improvement Area #2 in the ordinary course of the Developer's business to be considered a significant event for the purposes of number 10 above.

Any event described in number 12 above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in numbers 15 and 16 above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018. For the avoidance of doubt, the issuance of additional bonds, if any, under the Indenture or the incurrence of Additional Obligations without the filing of a corresponding official statement with the MSRB will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with this Section 5 must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent in writing to file a notice of such occurrence with the MSRB; provided, however, the Issuer shall deliver such written notice to the Dissemination Agent within seven (7) business days of the occurrence of such Listed Event in order for the Dissemination Agent to timely file such notice in a timely manner with the MSRB through EMMA. The Dissemination Agent shall file such notice no later than three (3) Business Days immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event; provided that the Dissemination Agent shall not be liable for the filing of notice of any Listed Event more than ten (10) Business Days after the occurrence of such Listed Event if notice of such Listed Event is received from the Issuer more than seven (7) Business Days after the occurrence of such Listed Event; provided, however, the failure of the Issuer to provide timely written notice to the Dissemination Agent in accordance with this paragraph shall not constitute a failure of the Dissemination Agent to comply with the Rule's ten (10) business day filing requirement.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written direction of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which written direction from the Issuer to the Dissemination Agent shall be received within seven (7) business days after the occurrence of the Listed Event and the date of such filing provided by the Issuer shall not be more than ten (10) Business Days after the occurrence of the Listed Event or will result in failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 5. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, within five (5) Business Days of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed in writing by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than two (2) Business Days following the day on which it receives such written instructions. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer or any Owner or beneficial owner of any interests in the Bonds or any party as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to bond calls only), 10, 13, 14 or 15 of subparagraph (a) above is <u>not</u> material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after the occurrence of the Listed Event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 6. <u>Termination of Reporting Obligations</u>. The obligations of the Issuer, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be BOKF, NA, Dallas, Texas. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer. The Dissemination Agent may resign at any time with thirty (30) days' written notice to the Issuer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any reasonable amendment so requested in writing by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the Fiscal Year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the written request of any Participating Underwriter or the Owners of more than 50% aggregate principal amount of Outstanding Bonds shall, and upon being indemnified to its satisfaction against all costs, fees, expenses and liabilities for such actions, shall), or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of the Developer by the Developer, and a default under the Disclosure Agreement of the Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) Notwithstanding anything to the contrary contained herein, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitations the Annual Issuer Report) prepared by the Issuer or any disclosures made pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to indemnify and hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Annual Collection Costs collected from the property owners in Improvement Area #2, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the

Dissemination Agent's gross negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. **THE INDEMNIFICATION OF THE DISSEMINATION AGENT AS PROVIDED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT IF LIABILITIES DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF, OR RELATE TO, OR ARE ASSERTED TO HAVE RESULTED FROM, ARISEN OUT OF, OR RELATED TO, THE SOLE OR CONTRIBUTORY NEGLIGENCE OF THE DISSEMINATION AGENT.** The obligations of the Issuer under this Section shall survive termination of this Disclosure Agreement, resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. If the Issuer does not provide the Dissemination Agent with the Annual Issuer Report or Annual Financial Information in accordance herewith, the Dissemination Agent shall not be responsible for the failure to submit the Annual Issuer Report or Annual Financial Information, as applicable, to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting or refraining from acting in good faith upon the advice of such legal counsel.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Annual Collection Costs collected from the property owners in Improvement Area #2, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this

Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, THE ADMINISTRATOR, OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. The Dissemination Agent has no duties or obligations with respect to Exhibit C. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds or any other document related to the Bonds.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator, or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Administrative Expenses component of the Annual Installments collected from the property owners in Improvement Area #2 of the District, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 18. Statutory Verifications. The Dissemination Agent and the Administrator, each respectively, for purposes of sections 2252.152, 2271.002, 2274.002, and 2276.002, Texas Government Code, as amended, hereby verifies that the company and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

(a) Do not boycott energy companies and will not boycott energy companies during the term of this Indenture. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code, as amended;

(b) Do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of such Agreement. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code, as amended. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code, as amended;

(c) Do not boycott Israel and will not boycott Israel during the term of this Indenture. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code, as amended; and

(d) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization, are not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under section 2252.153 or section 2270.0201 of the Texas Government Code, as amended. "Affiliate" means any entity that controls, is controlled by, or is under common control with the company within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

SECTION 19. Notwithstanding anything contained herein, the representations and covenants contained in this section shall survive termination of this Indenture until the statute of limitations has run.

SECTION 20. Disclosure of Interested Parties. Submitted herewith is a completed Form 1295 in connection with the Administrator's participation in the execution of this Disclosure Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Issuer hereby confirms receipt of the Form 1295 from the Administrator, and the Issuer agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Administrator and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number, neither the Issuer nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Administrator; and, neither the Issuer nor its consultants have verified such information.

(a) Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a wholly owned subsidiary of a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement.

SECTION 21. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas. Each of the parties hereto hereby waives the right to trial by jury with respect to any litigation directly or indirectly arising out of, under, or in connection with this Disclosure Agreement.

SECTION 25. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The parties hereto agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

[*Signature pages follow*]

CITY OF EAGLE PASS, TEXAS

By: ______________________________________

City Manager

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER

BOKF, NA
(as Dissemination Agent)

By: ____
Authorized Officer

P3WORKS, LLC
(as Administrator)

By: ______________________________
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL ISSUER REPORT

Name of Issuer:	City of Eagle Pass, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District Improvement Area #2 Project)(the "Bonds")
CUSIP Nos.:	[insert CUSIP Numbers]
Date of Delivery:	_______________, 20__

NOTICE IS HEREBY GIVEN that the City of Eagle Pass, Texas (the "Issuer"), has not provided [an Annual Issuer Report][annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer dated as of [________,] 2025, between the Issuer, P3Works, LLC, as "Administrator" and BOKF, NA, Dallas, Texas, as "Dissemination Agent." The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by ________________.

Dated: _________________

BOKF, NA, Dallas, Texas
on behalf of the City of Eagle Pass, Texas
(as Dissemination Agent)

By: ____

Title: ____

cc: City of Eagle Pass, Texas

EXHIBIT B

CITY OF EAGLE PASS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1
IMPROVEMENT AREA #2 PROJECT)

ANNUAL ISSUER REPORT*

Delivery Date: __________, 20__

CUSIP Nos.: [insert CUSIP Numbers]

DISSEMINATION AGENT

Name: BOKF, NA, Dallas, Texas
Address: 5956 Sherry Lane, Suite 900
City: Dallas, TX, 75225
Telephone: 214.987.8881
Contact Person: Attn: Dayna Smith

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

*Excluding Audited Financial Statements of the Issuer

BALANCE OF FUNDS AND ACCOUNTS SECURING THE BONDS

Bonds (Principal Balance)	________________
Funds and Accounts (list)	________________
TOTAL ASSETS	________________

Accounting Type: ☐ Cash ☐ Accrual ☐ Modified Accrual

ITEMS REQUIRED BY SECTIONS 4(a)(ii) – (viii) OF THE CONTINUING DISCLOSURE AGREEMENT OF ISSUER RELATING TO THE CITY OF EAGLE PASS, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #2 PROJECT)

[Insert a line item for each applicable listing]

SECTION 4(a)(xI) COLLECTION AND DELINQUENCY HISTORY OF THE ASSESSMENTS WITHIN IMPROVEMENT AREA #2 FOR THE PAST FIVE FISCAL YEARS, IN THE FOLLOWING FORMAT:

Collection and Delinquent History of Assessments

Collected in Fiscal Year Ending 9/30	Assessment Billed	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Assessments Collected[1]
20__							
20__							
20__							
20__							
20__							$

[1] Collected as of _________, 20__. Includes $___________ attributable to Prepayments

ITEMS REQUIRED BY SECTIONS 4(a)(ix) – (xii) OF THE CONTINUING DISCLOSURE AGREEMENT OF ISSUER RELATING TO THE CITY OF EAGLE PASS, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #2 PROJECT)

[Insert a line item for each applicable listing]

EXHIBIT C

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]

Date	Delinquency Clock (Days)	Activity
January 31		Annual Installments are due..
February 1	1	Annual Installments of Assessments Delinquent if not received.
February 15	15	Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies. Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. **If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Dissemination Agent should be immediately notified in writing.** Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September. At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. **For properties**

[1] Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33 and 34, Texas Tax Code, as amended (the "Code"), and the Maverick County Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

		delinquent by more than one year or if the delinquency exceeds $10,000, the matter will be referred for commencement of foreclosure. **If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties**.
March 1	29/30	Trustee pays bond interest payments to Owners. Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection rate. Issuer, or the Trustee, on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw on the Fund for debt service. **Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.** Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments.
March 20	**48/49**	**If any property owner with ownership of property responsible for more than $10,000 of the Annual Installments of Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Annual Installments of Assessments.**
April 15	**74/75**	**Preliminary foreclosure activity commences, and Issuer to notify Dissemination Agent in**

		writing of the commencement of preliminary foreclosure activity. If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.
May 1	90/91	If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the Owners under Section 9.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
May 15	104/105	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than June 1 (day 121/122).
June 1	**121/122**	**Foreclosure action to be filed with the court.**
June 15	**135/136**	**Issuer notifies Trustee and Dissemination Agent of foreclosure filing status in writing.** Dissemination Agent notifies Owners.
July 1	151/152	If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than twenty-five percent (25%) of the Owners may request a meeting with the City Manager, Assistant City Manager or the Director of Finance to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed five percent (5%), Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Annual Installments of Assessments.

ORDINANCE NO. ________________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, APPROVING A FINAL TAX INCREMENT REINVESTMENT ZONE PROJECT AND FINANCE PLAN FOR REINVESTMENT ZONE NUMBER ONE, CITY OF EAGLE PASS, TEXAS; MAKING CERTAIN FINDINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, on May 7, 2024, the City Council of the City of Eagle Pass, Texas (the "City Council"), by the adoption of Ordinance No. 2024-11, created Reinvestment Zone Number One, City of Eagle Pass, Texas; and

WHEREAS, Section 311.011(d), Texas Tax Code, provides that the City Council must approve a project plan and reinvestment zone finance plan after its adoption by the board of the reinvestment zone; and

WHEREAS, on November 4, 2025, the Board of Reinvestment Zone Number One, City of Eagle Pass, Texas reviewed and recommended the *Reinvestment Zone Number One, City of Eagle Pass, Texas, Final Project and Finance Plan* (the "Final Project and Finance Plan"), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Section 311.011(d), Texas Tax Code, the City Council finds that the Final Project and Finance Plan is feasible.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS:

SECTION 1. RECITALS. That the recitals, findings, and determinations contained in the preamble to this Ordinance are incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

SECTION 2. PROJECT AND FINANCE PLAN APPROVAL. That the City Council does hereby approve the Final Project and Finance Plan, a copy of which is attached hereto as **Exhibit A** and incorporated herein for all purposes.

SECTION 3: ADDITIONAL ACTIONS. The Mayor, Mayor Pro Tem, or City Manager of the City (each, a "City Representative") and the City Secretary are hereby authorized and directed to take any and all actions on behalf of the City Council necessary or desirable to carry out the intent and purposes of this Ordinance. Each City Representative and the City Secretary are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions and other documents (including entering into one more agreements by the City, the County and the Developer) which may be necessary or advisable in connection with carrying out of the purposes and intent of this Ordinance or the transaction contemplated hereunder.

SECTION 3. SEVERABILITY**.** That if any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no provision of this Ordinance shall become inoperative because of the invalidity of another provision; and, therefore, all provisions of this Ordinance are declared severable for that purpose.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage as provided by law.

[The remainder of this page is intentionally left blank.]

PASSED AND APPROVED ON THIS THE 4TH DAY OF NOVEMBER, 2025.

____
Mayor

ATTEST:

____
City Secretary

EFFECTIVE NOVEMBER 4, 2025

<u>Exhibit A</u>

Reinvestment Zone Number One, City of Eagle Pass, Texas
Final Project and Finance Plan

[The remainder of this page intentionally left blank.]

REINVESTMENT ZONE NUMBER ONE, CITY OF EAGLE PASS, TEXAS FINAL PROJECT AND FINANCE PLAN

NOVEMBER 4, 2025

TABLE OF CONTENTS

SECTION 1: DEFINITIONS

Capitalized terms used in this Final Plan shall have the meanings given to them in **Section I** below unless otherwise defined in this Final Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section," or an "Exhibit," shall be a reference to a Section of this Final Plan or an Exhibit attached to and made a part of this Final Plan for all purposes.

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

"**Administrative Costs**" means the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone, including reasonable charges for the time spent by employees of the City in connection with the implementation of this Final Plan, planning, engineering, legal services, organizational costs, publicizing costs, costs of operating the Zone and project facilities paid by or on behalf of the City that are directly related to the administration of the Zone, as well as payments made at the discretion of the governing body of the municipality that it finds necessary or convenient to the creation of the Zone or to the implementation of this Final Plan for the Zone.

"**Appraisal District**" means the Maverick County Appraisal District.

"**Board**" means the Board of Directors for the Zone.

"**Captured Appraised Value**" means the new taxable value generated beyond the Tax Increment Base for each year during the term of the Zone.

"**City**" means the City of Eagle Pass, Texas.

"**City Council**" means the governing body of the City.

"**City TIRZ Increment**" means the portion of the City's ad valorem tax increment equal to seventy-five percent (75%) of the ad valorem real property taxes collected and received by the City on the Captured Appraised Value in the Zone, as further described in **Section 12.**

"**County**" means Maverick County, Texas.

"**County TIRZ Increment**" means the portion of the County's ad valorem tax increment equal to seventy-five percent (75%) of the ad valorem real property taxes collected and received by the County on the Captured Appraised Value in the Zone, pursuant to the County Participation Agreement, as further described in **Section 12**.

“**County Participation Agreement**” means that certain agreement to be entered into by the City and the County detailing the County’s participation in the Zone.

“**Creation Ordinance**” means Ordinance No. 2024-11 adopted by the City on May 7, 2024 creating and designating the Zone.

“Developer” means one or more entities or their assignees, who entered into one or more TIRZ Reimbursement Agreements, to be reimbursed for the costs to construct or for the costs to acquire Public Improvements.

“Development Agreement” means that certain development agreement entered into by the City and the Developer on June 4, 2024.

“Eagle Pass PID” means the Eagle Pass Public Improvement District No. 1 containing approximately 460.95 acres currently located within the corporate limits of the City, and more specifically described in the Eagle Pass SAP.

“Eagle Pass SAP” means the Eagle Pass Public Improvement District No. 1 Service and Assessment Plan as updated, amended, or supplemented from time to time.

“**Feasibility Study**” means the economic feasibility study as prepared at the time of this Final Plan and focuses only on direct financial benefits over the term of the Zone, as further described in **Section 9** and shown on **Exhibit E**.

“**Final Plan**” means this *Reinvestment Zone Number One, City of Eagle Pass, Texas Final Project and Finance Plan*.

“**Preliminary Plan**” means the *Reinvestment Zone Number One, City of Eagle Pass, Texas Preliminary Project and Finance Plan*, approved by the Creation Ordinance.

“**Project Costs**” means the total costs for projects in the Zone, including the cost of the Public Improvements and Administrative Costs.

“**Property**” means 2,301 acres of land as depicted on **Exhibit A** and identified on **Exhibit H**.

“**Public Improvements**” means the proposed public improvements to be financed by the Zone, which includes streets and sidewalks, water, sewer, storm drainage, parks and public facilities, district formation costs, and soft costs, as depicted on **Exhibit G** and detailed on **Exhibit C**.

“**Tax Increment Base**” means total appraised value of taxable real property in the Zone at the time of creation of the Zone.

“**TIRZ No. 1 Fund**” means the tax increment fund created by the City and segregated from all other funds of the City.

“TIRZ Reimbursement Agreement” means any current or future reimbursement agreement entered into between the City, the Board, and a Developer.

“TIRZ Subaccount” means any subaccount within the TIRZ No. 1 Fund created in conformance with any current or future TIRZ Reimbursement Agreement.

“**Zone**” means Reinvestment Zone Number One, City of Eagle Pass, Texas, as depicted on **Exhibit A** and identified on **Exhibit H**.

SECTION 2: INTRODUCTION

2.1 Authority and Purpose

The City has the authority under the Act to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the City Council determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is economically feasible, and that creation of the Zone was in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, Public Improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

2.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if the area:

1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition; or
2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City; or
3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community; or
4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City, if the City has a population of 100,000 or less.

2.3 The Zone

The Property within the proposed Zone is located within the corporate limits of the City. The Property is primarily open, undeveloped, or underdeveloped, and substantially impairs and arrests the sound growth of the City. Due to its size, location, and physical characteristics development would not occur solely through private investment in the foreseeable future. The Property lacks public infrastructure and requires economic incentive to attract development for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements are financed as contemplated by this Final Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring the City and County a quality development.

2.4 Preliminary Plan and Hearing

Before the City Council adopted the Creation Ordinance, the City Council prepared a preliminary reinvestment zone financing plan in accordance with the Act and held a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons were given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property were given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the Preliminary Plan, the purpose of which was to describe, in general terms, the Public Improvements that will be undertaken and financed by the Zone. A description of how such Public Improvements will be undertaken and financed shall be determined by this Final Plan, which requires approval by the Board and City Council.

2.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the City Council considered the Creation Ordinance and the following findings:

1) that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, and
2) that the Zone is feasible, and
3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and
4) that the Zone meets the eligibility requirements of the Act.

Among other provisions required by the Act, the Creation Ordinance appointed the Board.

2.6 Board Recommendations

After the creation of the Zone, the Board reviewed this Final Plan and recommended its approval to the City Council pursuant to which the City shall contribute the City TIRZ Increment into the TIRZ No. 1 Fund, in accordance with this Final Plan, to pay a portion of the Project Costs benefiting the Zone.

SECTION 3: DESCRIPTION AND MAPS

3.1 Existing Uses and Conditions

The Property is located in the City's corporate limits and is zoned in accordance with the City's zoning ordinance. The Property is primarily undeveloped or underdeveloped, and there is limited and inadequate public infrastructure to support development. Development requires extensive public infrastructure that: (1) the City could not provide, and (2) would not be provided solely through private investment in the foreseeable future.

3.2 Proposed Uses

The proposed uses of the Property are primarily industrial and commercial, with a limited amount of residential, as shown on **Exhibit F**.

3.3 Legal Description

The metes and bounds described on **Exhibit H** provide sufficient detail to identify with ordinary and reasonable certainty the territory included in the Zone.

SECTION 4: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the corporate limits of the City and is subject to the City's zoning regulation. The City shall have exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

SECTION 5: RELOCATION OF DISPLACED PERSONS

No persons shall be displaced and in need of relocation due to the creation of the Zone or due to the implementation of this Final Plan.

SECTION 6: ESTIMATED NON-PROJECT COSTS

Non-Project Costs are costs that will be spent to develop in the Zone but will not be financed by the Zone and will be financed by other funds. The list of Non-Project Costs is shown on **Exhibit B** and are estimated to be approximately $1,537,023,000.

SECTION 7: PROPOSED PUBLIC IMPROVEMENTS

7.1 Categories of Public Improvements

All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act, including Texas Local Government Code Chapter 380.

7.2 Location of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit G**. These locations may be revised, with the approval of the City, from time to time without amending this Final Plan.

SECTION 8: ESTIMATED PROJECT COSTS

8.1 Project Costs

The total Project Costs for projects in the Zone, which includes the cost of the Public Improvements and the Administrative Costs are estimated to be approximately $131,027,388, as shown on **Exhibit C**.

8.2 Estimated Costs of Public Improvements

The estimated cost of Public Improvements within the Zone is approximately $130,181,594, as shown on **Exhibit C**.

8.3 Estimated Administrative Costs

The Administrative Costs are estimated to be $10,000 annually escalating at two percent (2%) thereafter and shall be paid each year from the TIRZ No. 1 Fund before the costs of Public Improvements are paid.

8.4 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually beginning at the time the Zone is created and through the duration of the Zone. It is estimated the costs of the Public Improvements will be incurred between calendar years 2025 and 2051, as shown on **Exhibit D**.

SECTION 9: FEASIBILITY STUDY

The Feasibility Study, as shown on **Exhibit E**, focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately $821,085,469 in total new real property tax revenue, and the contributing taxing entities will retain $205,271,367.

The Feasibility Study shows the cumulative City TIRZ Increment is estimated to be $338,016,480, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated. The remainder of the new City real property tax revenue generated within the Zone and retained by the City is estimated to be $112,672,160 over the remaining term.

The Feasibility Study shows the cumulative County TIRZ Increment is estimated to be $277,797,622, which will be available to pay a portion of the Project Costs, until the term expires or is otherwise terminated, pursuant to the County Participation Agreement. The remainder of the new County real property tax revenue generated within the Zone and retained by the County is estimated to be $92,599,207 over the remaining term.

One hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the respective taxing entities, unless the taxing entity participates in the Zone. Based on the foregoing, the feasibility of the Zone has been demonstrated.

SECTION 10: ESTIMATED BONDED INDEBTEDNESS

No tax increment reinvestment zone bonds or public indebtedness by the City secured by the tax increments pursuant to the Act, is contemplated.

SECTION 11: APPRAISED VALUE

11.1 Tax Increment Base

The Tax Increment Base at the time of the creation of the Zone was $1,101,588 and shall be confirmed by the Appraisal District.

11.2 Estimated Captured Appraised Value

Each year, the Appraisal District shall confirm the current Captured Appraised Value. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately $3,608,767,149, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Appraisal District each year, will be used to calculate the City TIRZ Increment and the County TIRZ Increment.

SECTION 12: METHOD OF FINANCING

12.1 TIRZ Fund Contributions

This Final Plan shall obligate the City to deposit the City TIRZ Increment into the TIRZ No. 1 Fund beginning in 2025. For example, in FY 2025, the City's ad valorem tax rate was $0.48005 per $100 of taxable value, therefore the City would contribute $0.36004 per $100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ No. 1 Fund.

The County Participation Agreement shall obligate the County to deposit the County TIRZ Increment into the TIRZ No. 1 Fund beginning in 2025. For example, in FY 2025, the County's ad valorem tax rate was $0.39453 per $100 of taxable value, therefore the County would contribute $0.29590 per $100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ No. 1 Fund.

All payments of Project Costs shall be made solely from the TIRZ No. 1 Fund and from no other funds of the City or County, unless otherwise approved by their respective governing bodies, and the TIRZ No. 1 Fund shall only be used to pay the Project Costs in accordance with this Final Plan.

12.2 Funding Mechanisms

All payments of Project Costs shall be made solely from the TIRZ No. 1 Fund (and as appropriate, the TIRZ Subaccount created therein by the City) and from no other funds of the City or the County, unless otherwise approved by their respective governing bodies. The TIRZ No. 1 Fund shall only be used to pay the Project Costs. The City may amend this Final Plan in compliance with the County Participation Agreement, including but not limited to what is considered a Project Cost.

Commencing upon the execution of the Creation Ordinance, and continuing for the term of the Zone, the participating entities shall cause to be deposited into the TIRZ No. 1 Fund (or as appropriate, the TIRZ Subaccount created therein by the City) the City TIRZ Increment and the County TIRZ Increment intended to pay Project Costs. Deposits into the TIRZ No. 1 Fund, subject to the respective participation agreements, shall be used to pay the following costs in the following order of priority:

1) To pay Administrative Costs; then
2) As appropriate from necessary TIRZ Subaccounts:
    a) From the City TIRZ Increment and County TIRZ Increment collected on the property within the Eagle Pass PID, to offset Assessments in the Eagle Pass PID as described in the Eagle Pass SAP, or to pay for Authorized Improvements, as defined in the Eagle Pass SAP, then;
    b) To reimburse the Developer for all or any portion of the amounts expended to fund Public Improvements not reimbursed from PID bonds, pursuant to the TIRZ No. 1 Reimbursement Agreement, then;
3) To pay any other item identified in this Final Plan, and eligible under the Act.

SECTION 13: DURATION OF THE ZONE, TERMINATION

13.1 Duration

The stated term of the Zone commenced upon the execution of the Creation Ordinance and shall continue until December 31, 2074, with the last payment being due by January 31, 2075, unless otherwise terminated in accordance with the Creation Ordinance and **Section 13.2** below.

13.2 Termination

The Zone shall terminate on the earlier of (i) December 31, 2074 or (ii) at such time that the Project Costs have been paid in full. If upon expiration of the stated term of the Zone, the obligations of the Zone have not been fully funded by the TIRZ No. 1 Fund, the City and the County shall have no obligation to pay the shortfall, and the term shall not be extended. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Final Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Final Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Non-Project Costs
Exhibit C	Project Costs
Exhibit D	Estimated Timeline of Incurred Project Costs
Exhibit E	Feasibility Study
Exhibit F	Proposed Uses of the Property
Exhibit G	Map of the Public Improvements
Exhibit H	Legal Description

EXHIBIT A – MAP OF THE ZONE

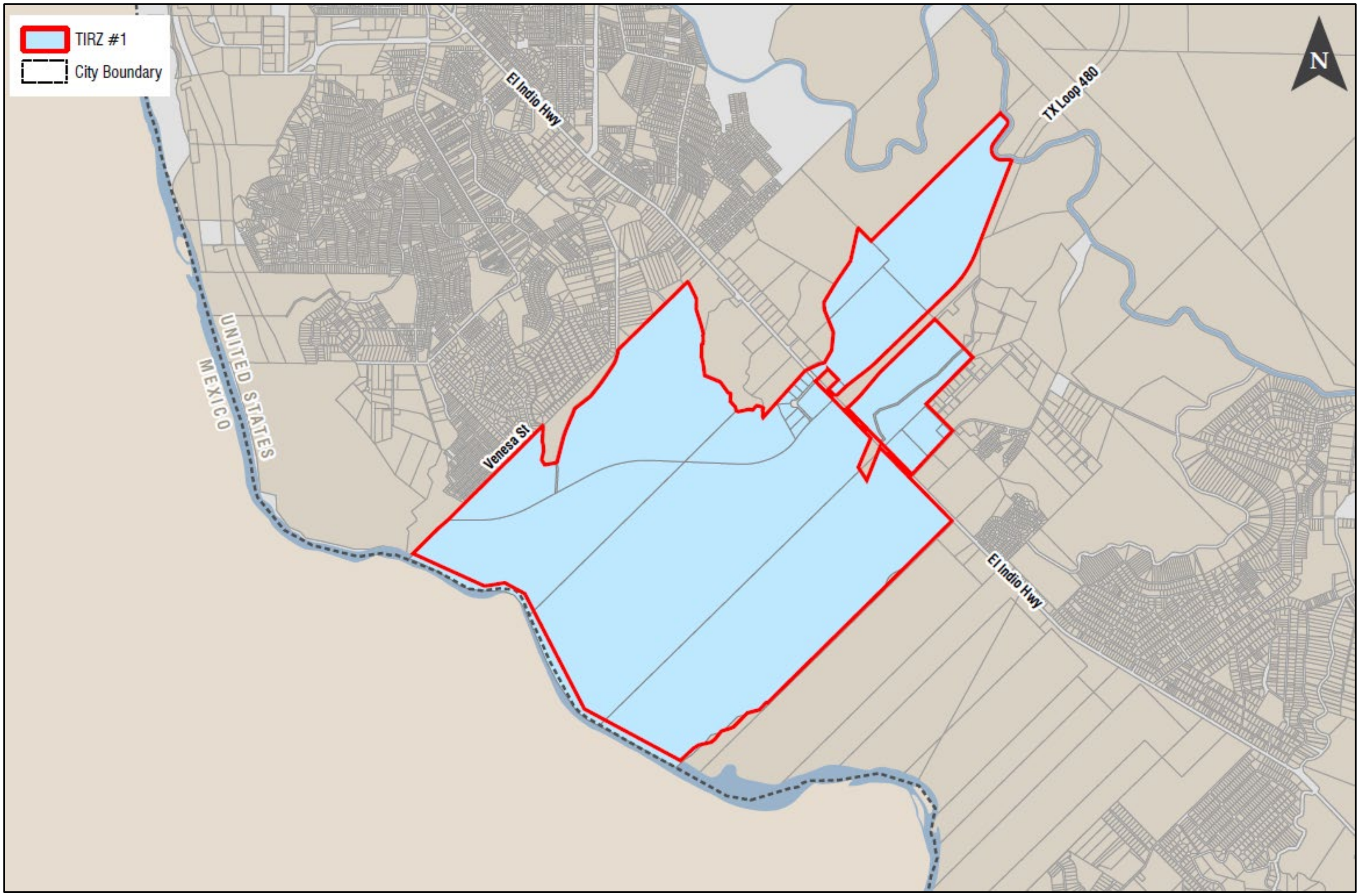


EXHIBIT B – NON-PROJECT COSTS

Reinvestment Zone Number One, City of Eagle Pass, Texas Non-Project Costs		
Non-Project Costs[a],[b]		
Total Added Development Value	$	2,051,460,477
Total Public Improvements Costs	$	130,181,594
Estimated Non-Project Costs	**$**	**1,537,023,000**

Footnotes
[a] Non-Project Costs are estimated to be approximately 80% of the Added Development Value less the total Public Improvements costs.
[b] Provided for illustrative purposes only, and subject to change.

EXHIBIT C – PROJECT COSTS

Reinvestment Zone Number One, City of Eagle Pass, Texas
Project Costs

Project Costs		Cost
Tier One Projects[a],[b]		
Public Improvements		
Eagle Pass PID Authorized Improvements & Interest	$	23,902,302
Tier One Projects Subtotal	**$**	**23,902,302**
Tier Two Projects[c]		
Public Improvements		
Roadways	$	62,393,863
Water		7,616,227
Sewer		5,433,441
Storm Drainage		2,362,500
Traffic Systems		2,034,150
District Formation Costs		300,000
Soft Costs		10,171,075
Contingency		15,968,036
Tier Two Projects Subtotal	**$**	**106,279,292**
Public Improvements Costs Subtotal	**$**	**130,181,594**
Administrative Costs	$	845,794
Total Project Costs	**$**	**131,027,388**

Footnotes

[a] Tier One Projects costs are estimates based on the DPFG analysis dated September 16, 2025, and includes estimated interest from PID bonds.
[b] Per the Development Agreement, the TIRZ will reimburse the Developer for Public Improvement costs not covered by the Eagle Pass PID.
[c] Tier Two Projects costs are estimates only as provided in the Preliminary Plan dated May 7, 2024 and subject to change.

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED PROJECT COSTS

Reinvestment Zone Number One,
City of Eagle Pass, Texas
Timeline to Incur Project Costs

Zone Year	Calendar Year	Total Public Infrastructure Costs[a],[b]	
		Annual	Cumulative
Base	*2024*	-	-
1	2025	2,868,786	2,868,786
2	2026	2,926,161	5,794,947
3	2027	2,984,685	8,779,632
4	2028	3,044,378	11,824,010
5	2029	3,105,266	14,929,276
6	2030	3,167,371	18,096,647
7	2031	3,230,719	21,327,366
8	2032	6,207,180	27,534,546
9	2033	9,636,431	37,170,977
10	2034	11,831,015	49,001,992
11	2035	6,064,689	55,066,681
12	2036	6,185,983	61,252,664
13	2037	6,309,703	67,562,367
14	2038	6,435,897	73,998,264
15	2039	6,564,615	80,562,878
16	2040	6,695,907	87,258,785
17	2041	6,816,970	94,075,755
18	2042	3,411,693	97,487,448
19	2043	3,411,693	100,899,141
20	2044	3,411,693	104,310,833
21	2045	3,479,927	107,790,760
22	2046	3,549,525	111,340,285
23	2047	3,620,516	114,960,801
24	2048	3,692,926	118,653,727
25	2049	3,766,784	122,420,511
26	2050	3,842,120	126,262,631
27	2051	3,918,963	130,181,594
28	2052	-	130,181,594
Total		**130,181,594**	

Footnotes

[a] Estimate provided for illustrative purposes only.
[b] Does not include Administrative Costs, which shall be incurred annually for the duration of the Zone.

EXHIBIT E – FEASIBILITY STUDY

Reinvestment Zone Number One, City of Eagle Pass, Texas
Feasibility Study

						City					County						
						TIRZ Increment			Retained Revenue		TIRZ Increment			Retained Revenue		Total TIRZ Contribution	
Zone Year	Calendar Year	Growth/ Year[a]	Added Development Value[b]	New Taxable Value	Incremental Value	%	Annual	Cumulative	Annual	Cumulative	%	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative
Base	2024			$ 1,101,588													
1	2025	2%	$ -	$ 1,123,620	$ 22,032	75%	$ -	$ -	$ -	$ -	75%	$ -	$ -	$ -	$ -	$ -	$ -
2	2026	2%	$ -	$ 1,146,092	$ 44,504	75%	$ 79	$ 79	$ 26	$ 26	75%	$ 65	$ 65	$ 22	$ 22	$ 144.51	$ 144.51
3	2027	2%	$ 45,207,624	$ 46,376,638	$ 45,275,050	75%	$ 160	$ 240	$ 53	$ 80	75%	$ 132	$ 197	$ 44	$ 66	$ 291.92	$ 436.43
4	2028	2%	$ 46,111,776	$ 93,415,947	$ 92,314,359	75%	$ 163,008	$ 163,247	$ 54,336	$ 54,416	75%	$ 133,967	$ 134,164	$ 44,656	$ 44,721	$ 296,975	$ 297,412
5	2029	2%	$ 47,034,012	$ 142,318,278	$ 141,216,690	75%	$ 332,368	$ 495,615	$ 110,789	$ 165,205	75%	$ 273,155	$ 407,319	$ 91,052	$ 135,773	$ 605,523	$ 902,935
6	2030	2%	$ 47,974,692	$ 193,139,336	$ 192,037,748	75%	$ 508,435	$ 1,004,050	$ 169,478	$ 334,683	75%	$ 417,856	$ 825,175	$ 139,285	$ 275,058	$ 926,291	$ 1,829,225
7	2031	2%	$ 48,934,186	$ 245,936,309	$ 244,834,721	75%	$ 691,411	$ 1,695,461	$ 230,470	$ 565,154	75%	$ 568,233	$ 1,393,409	$ 189,411	$ 464,470	$ 1,259,644	$ 3,088,870
8	2032	2%	$ 49,912,870	$ 300,767,905	$ 299,666,317	75%	$ 881,500	$ 2,576,962	$ 293,833	$ 858,987	75%	$ 724,458	$ 2,117,867	$ 241,486	$ 705,956	$ 1,605,958	$ 4,694,828
9	2033	2%	$ 50,911,127	$ 357,694,390	$ 356,592,802	75%	$ 1,078,916	$ 3,655,877	$ 359,639	$ 1,218,626	75%	$ 886,703	$ 3,004,569	$ 295,568	$ 1,001,523	$ 1,965,619	$ 6,660,447
10	2034	2%	$ 97,815,552	$ 462,663,829	$ 461,562,241	75%	$ 1,283,873	$ 4,939,750	$ 427,958	$ 1,646,583	75%	$ 1,055,147	$ 4,059,716	$ 351,716	$ 1,353,239	$ 2,339,020	$ 8,999,466
11	2035	0%	$ 151,855,239	$ 614,519,068	$ 613,417,480	75%	$ 1,661,804	$ 6,601,554	$ 553,935	$ 2,200,518	75%	$ 1,365,748	$ 5,425,464	$ 455,249	$ 1,808,488	$ 3,027,552	$ 12,027,018
12	2036	0%	$ 186,438,489	$ 800,957,557	$ 799,855,969	75%	$ 2,208,542	$ 8,810,097	$ 736,181	$ 2,936,699	75%	$ 1,815,082	$ 7,240,546	$ 605,027	$ 2,413,515	$ 4,023,625	$ 16,050,642
13	2037	2%	$ 95,570,117	$ 912,546,826	$ 911,445,238	75%	$ 2,879,793	$ 11,689,890	$ 959,931	$ 3,896,630	75%	$ 2,366,748	$ 9,607,294	$ 788,916	$ 3,202,431	$ 5,246,541	$ 21,297,184
14	2038	2%	$ 97,481,520	$ 1,028,279,282	$ 1,027,177,694	75%	$ 3,281,558	$ 14,971,448	$ 1,093,853	$ 4,990,483	75%	$ 2,696,937	$ 12,304,231	$ 898,979	$ 4,101,410	$ 5,978,495	$ 27,275,679
15	2039	2%	$ 99,431,150	$ 1,148,276,018	$ 1,147,174,430	75%	$ 3,698,240	$ 18,669,689	$ 1,232,747	$ 6,223,230	75%	$ 3,039,385	$ 15,343,616	$ 1,013,128	$ 5,114,539	$ 6,737,626	$ 34,013,305
16	2040	2%	$ 101,419,773	$ 1,272,661,311	$ 1,271,559,723	75%	$ 4,130,275	$ 22,799,964	$ 1,376,758	$ 7,599,988	75%	$ 3,394,452	$ 18,738,068	$ 1,131,484	$ 6,246,023	$ 7,524,727	$ 41,538,032
17	2041	2%	$ 103,448,169	$ 1,401,562,706	$ 1,400,461,118	75%	$ 4,578,111	$ 27,378,075	$ 1,526,037	$ 9,126,025	75%	$ 3,762,504	$ 22,500,572	$ 1,254,168	$ 7,500,191	$ 8,340,615	$ 49,878,647
18	2042	2%	$ 105,517,132	$ 1,535,111,092	$ 1,534,009,504	75%	$ 5,042,206	$ 32,420,281	$ 1,680,735	$ 10,806,760	75%	$ 4,143,919	$ 26,644,491	$ 1,381,306	$ 8,881,497	$ 9,186,125	$ 59,064,772
19	2043	2%	$ 107,424,896	$ 1,673,238,211	$ 1,672,136,623	75%	$ 5,523,032	$ 37,943,314	$ 1,841,011	$ 12,647,771	75%	$ 4,539,084	$ 31,183,575	$ 1,513,028	$ 10,394,525	$ 10,062,117	$ 69,126,889
20	2044	2%	$ 53,762,999	$ 1,760,465,974	$ 1,759,364,386	75%	$ 6,020,344	$ 43,963,657	$ 2,006,781	$ 14,654,552	75%	$ 4,947,798	$ 36,131,373	$ 1,649,266	$ 12,043,791	$ 10,968,142	$ 80,095,030
21	2045	0%	$ 53,762,999	$ 1,814,228,972	$ 1,813,127,384	75%	$ 6,334,398	$ 50,298,055	$ 2,111,466	$ 16,766,018	75%	$ 5,205,902	$ 41,337,275	$ 1,735,301	$ 13,779,092	$ 11,540,300	$ 91,635,330
22	2046	0%	$ 53,762,999	$ 1,867,991,971	$ 1,866,890,383	75%	$ 6,527,966	$ 56,826,021	$ 2,175,989	$ 18,942,007	75%	$ 5,364,985	$ 46,702,260	$ 1,788,328	$ 15,567,420	$ 11,892,951	$ 103,528,281
23	2047	2%	$ 54,838,259	$ 1,960,190,069	$ 1,959,088,481	75%	$ 6,721,533	$ 63,547,555	$ 2,240,511	$ 21,182,518	75%	$ 5,524,068	$ 52,226,328	$ 1,841,356	$ 17,408,776	$ 12,245,601	$ 115,773,883
24	2048	2%	$ 55,935,024	$ 2,055,328,894	$ 2,054,227,306	75%	$ 7,053,483	$ 70,601,037	$ 2,351,161	$ 23,533,679	75%	$ 5,796,879	$ 58,023,207	$ 1,932,293	$ 19,341,069	$ 12,850,362	$ 128,624,244
25	2049	2%	$ 57,053,724	$ 2,153,489,197	$ 2,152,387,609	75%	$ 7,396,019	$ 77,997,057	$ 2,465,340	$ 25,999,019	75%	$ 6,078,392	$ 64,101,599	$ 2,026,131	$ 21,367,200	$ 13,474,411	$ 142,098,656
26	2050	2%	$ 58,194,799	$ 2,254,753,780	$ 2,253,652,192	75%	$ 7,749,435	$ 85,746,491	$ 2,583,145	$ 28,582,164	75%	$ 6,368,845	$ 70,470,444	$ 2,122,948	$ 23,490,148	$ 14,118,280	$ 156,216,935
27	2051	2%	$ 59,358,695	$ 2,359,207,550	$ 2,358,105,962	75%	$ 8,114,027	$ 93,860,518	$ 2,704,676	$ 31,286,839	75%	$ 6,668,484	$ 77,138,927	$ 2,222,828	$ 25,712,976	$ 14,782,510	$ 170,999,446
28	2052	2%	$ 60,545,869	$ 2,466,937,570	$ 2,465,835,982	75%	$ 8,490,101	$ 102,350,619	$ 2,830,034	$ 34,116,873	75%	$ 6,977,559	$ 84,116,486	$ 2,325,853	$ 28,038,829	$ 15,467,660	$ 186,467,106
29	2053	2%	$ 61,756,786	$ 2,578,033,107	$ 2,576,931,519	75%	$ 8,877,971	$ 111,228,591	$ 2,959,324	$ 37,076,197	75%	$ 7,296,329	$ 91,412,815	$ 2,432,110	$ 30,470,938	$ 16,174,300	$ 202,641,406
30	2054	2%	$ -	$ 2,629,593,769	$ 2,628,492,181	75%	$ 9,277,958	$ 120,506,549	$ 3,092,653	$ 40,168,850	75%	$ 7,625,057	$ 99,037,872	$ 2,541,686	$ 33,012,624	$ 16,903,015	$ 219,544,421
31	2055	0%	$ -	$ 2,629,593,769	$ 2,628,492,181	75%	$ 9,463,597	$ 129,970,146	$ 3,154,532	$ 43,323,382	75%	$ 7,777,623	$ 106,815,494	$ 2,592,541	$ 35,605,165	$ 17,241,220	$ 236,785,641
32	2056	0%	$ -	$ 2,629,593,769	$ 2,628,492,181	75%	$ 9,463,597	$ 139,433,743	$ 3,154,532	$ 46,477,914	75%	$ 7,777,623	$ 114,593,117	$ 2,592,541	$ 38,197,706	$ 17,241,220	$ 254,026,860
33	2057	2%	$ -	$ 2,682,185,645	$ 2,681,084,057	75%	$ 9,463,597	$ 148,897,340	$ 3,154,532	$ 49,632,447	75%	$ 7,777,623	$ 122,370,740	$ 2,592,541	$ 40,790,247	$ 17,241,220	$ 271,268,080
34	2058	2%	$ -	$ 2,735,829,358	$ 2,734,727,770	75%	$ 9,652,948	$ 158,550,288	$ 3,217,649	$ 52,850,096	75%	$ 7,933,241	$ 130,303,981	$ 2,644,414	$ 43,434,660	$ 17,586,189	$ 288,854,269
35	2059	2%	$ -	$ 2,790,545,945	$ 2,789,444,357	75%	$ 9,846,087	$ 168,396,375	$ 3,282,029	$ 56,132,125	75%	$ 8,091,971	$ 138,395,952	$ 2,697,324	$ 46,131,984	$ 17,938,057	$ 306,792,326
36	2060	2%	$ -	$ 2,846,356,864	$ 2,845,255,276	75%	$ 10,043,088	$ 178,439,462	$ 3,347,696	$ 59,479,821	75%	$ 8,253,875	$ 146,649,827	$ 2,751,292	$ 48,883,276	$ 18,296,963	$ 325,089,289
37	2061	2%	$ -	$ 2,903,284,001	$ 2,902,182,413	75%	$ 10,244,029	$ 188,683,491	$ 3,414,676	$ 62,894,497	75%	$ 8,419,018	$ 155,068,845	$ 2,806,339	$ 51,689,615	$ 18,663,047	$ 343,752,336
38	2062	2%	$ -	$ 2,961,349,681	$ 2,960,248,093	75%	$ 10,448,989	$ 199,132,479	$ 3,482,996	$ 66,377,493	75%	$ 8,587,463	$ 163,656,308	$ 2,862,488	$ 54,552,103	$ 19,036,452	$ 362,788,788
39	2063	2%	$ -	$ 3,020,576,675	$ 3,019,475,087	75%	$ 10,658,048	$ 209,790,527	$ 3,552,683	$ 69,930,176	75%	$ 8,759,278	$ 172,415,586	$ 2,919,759	$ 57,471,862	$ 19,417,326	$ 382,206,113
40	2064	2%	$ -	$ 3,080,988,208	$ 3,079,886,620	75%	$ 10,871,288	$ 220,661,815	$ 3,623,763	$ 73,553,938	75%	$ 8,934,529	$ 181,350,115	$ 2,978,176	$ 60,450,038	$ 19,805,817	$ 402,011,930
41	2065	0%	$ -	$ 3,080,988,208	$ 3,079,886,620	75%	$ 11,088,793	$ 231,750,608	$ 3,696,264	$ 77,250,203	75%	$ 9,113,284	$ 190,463,399	$ 3,037,761	$ 63,487,800	$ 20,202,077	$ 422,214,007
42	2066	0%	$ -	$ 3,080,988,208	$ 3,079,886,620	75%	$ 11,088,793	$ 242,839,401	$ 3,696,264	$ 80,946,467	75%	$ 9,113,284	$ 199,576,683	$ 3,037,761	$ 66,525,561	$ 20,202,077	$ 442,416,084
43	2067	2%	$ -	$ 3,142,607,972	$ 3,141,506,384	75%	$ 11,088,793	$ 253,928,194	$ 3,696,264	$ 84,642,731	75%	$ 9,113,284	$ 208,689,968	$ 3,037,761	$ 69,563,323	$ 20,202,077	$ 462,618,162
44	2068	2%	$ -	$ 3,205,460,132	$ 3,204,358,544	75%	$ 11,310,648	$ 265,238,842	$ 3,770,216	$ 88,412,947	75%	$ 9,295,615	$ 217,985,583	$ 3,098,538	$ 72,661,861	$ 20,606,263	$ 483,224,425
45	2069	2%	$ -	$ 3,269,569,334	$ 3,268,467,746	75%	$ 11,536,940	$ 276,775,783	$ 3,845,647	$ 92,258,594	75%	$ 9,481,593	$ 227,467,176	$ 3,160,531	$ 75,822,392	$ 21,018,533	$ 504,242,959
46	2070	2%	$ -	$ 3,334,960,721	$ 3,333,859,133	75%	$ 11,767,759	$ 288,543,541	$ 3,922,586	$ 96,181,180	75%	$ 9,671,290	$ 237,138,466	$ 3,223,763	$ 79,046,155	$ 21,439,048	$ 525,682,007
47	2071	2%	$ -	$ 3,401,659,935	$ 3,400,558,347	75%	$ 12,003,193	$ 300,546,734	$ 4,001,064	$ 100,182,245	75%	$ 9,864,781	$ 247,003,247	$ 3,288,260	$ 82,334,416	$ 21,867,974	$ 547,549,981
48	2072	2%	$ -	$ 3,469,693,134	$ 3,468,591,546	75%	$ 12,243,336	$ 312,790,071	$ 4,081,112	$ 104,263,357	75%	$ 10,062,142	$ 257,065,388	$ 3,354,047	$ 85,688,463	$ 22,305,478	$ 569,855,459
49	2073	2%	$ -	$ 3,539,086,997	$ 3,537,985,409	75%	$ 12,488,282	$ 325,278,353	$ 4,162,761	$ 108,426,118	75%	$ 10,263,450	$ 267,328,838	$ 3,421,150	$ 89,109,613	$ 22,751,732	$ 592,607,191
50	2074	2%	$ -	$ 3,609,868,737	$ 3,608,767,149	75%	$ 12,738,127	$ 338,016,480	$ 4,246,042	$ 112,672,160	75%	$ 10,468,784	$ 277,797,622	$ 3,489,595	$ 92,599,207	$ 23,206,911	$ 615,814,102
	Total		$ 2,051,460,477				$ 338,016,480		$ 112,672,160			$ 277,797,622		$ 92,599,207		$ 615,814,102	

Assumptions	
Tax Increment Base[c]	$ 1,101,588
City AV Rate[d]	$ 0.48005
County AV Rate[d]	$ 0.39453

Footnotes

[a] Values increased at 2% annually with two years of no growth each decade to simulate economic downturn.
[b] As provided in the May 7, 2024 Preliminary Project and Finance Plan.
[c] Tax Increment Base is subject to confirmation by the Appraisal District.
[d] Tax rates as of tax year 2024-2025.

EXHIBIT F – PROPOSED USES OF THE PROPERTY

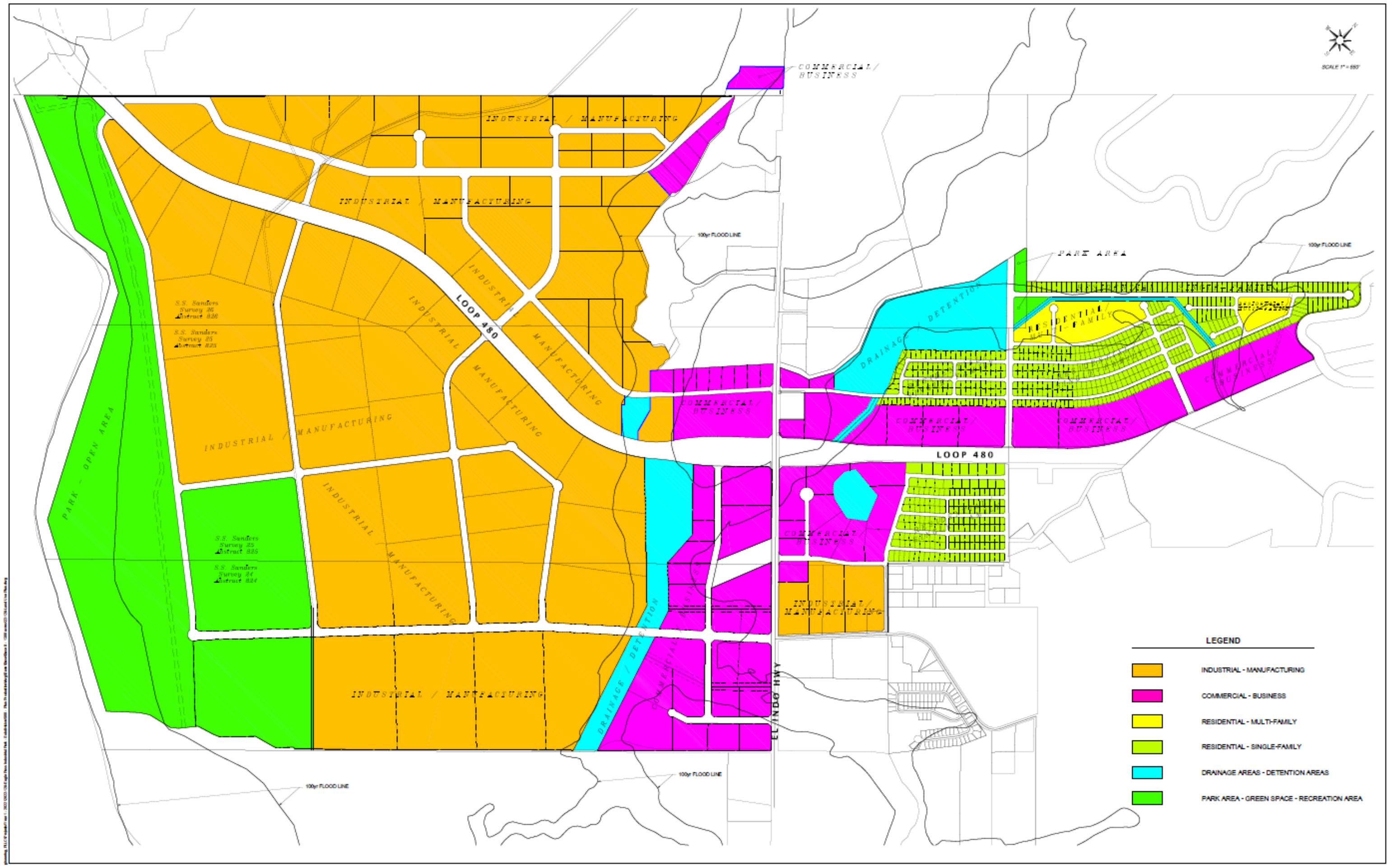
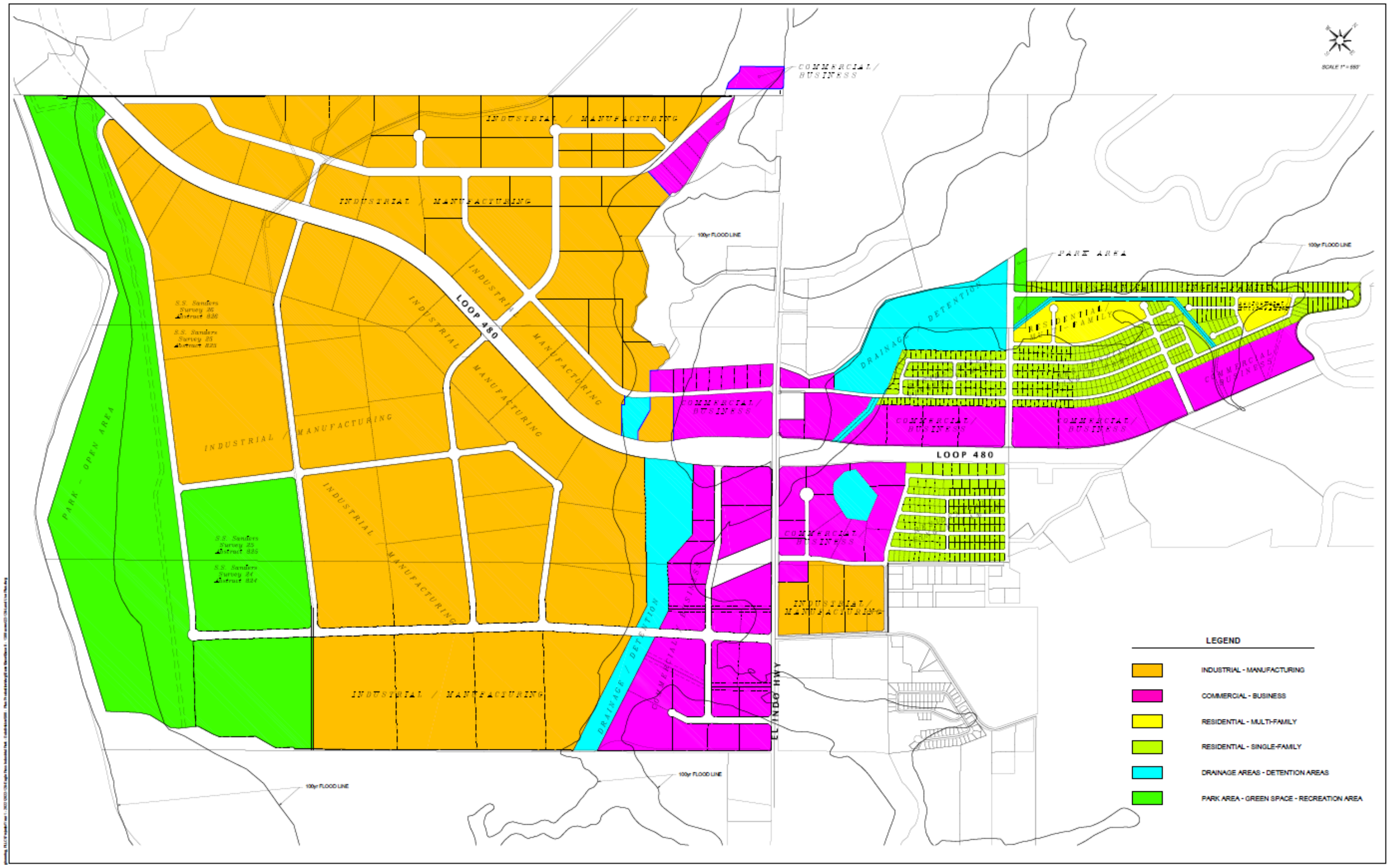


EXHIBIT G – MAP OF THE PUBLIC IMPROVEMENTS



Depicts general location of the Public improvements as the Zone is developed; water and drainage improvements assumed to follow roadways

EXHIBIT H – LEGAL DESCRIPTION

FIELD NOTES FOR A 2.031 ACRES BOUNDARY
SURVEY COMPLETED ON AUGUST 19, 2021

Lot 2 of the Quirk Subdivision Unit 1 recorded in Envelope 388, Side A of the Maverick County Map Records and part of a 568.39-acre tract described as Tract I in conveyance document to David G. Canning recorded in Volume 97, Pages 92 — et seq. of the Maverick County Deed Records, Maverick County, Texas and more particularly described by metes and bounds as follows: (The bearings and distances shown herein conform to the Texas Coordinate System, North American Datum 1983, Texas South Central Zone.) (All corners called for as being set are marked on the ground with ½ inch steel stakes with plastic identification caps stamped "DIRKSEN/6260" attached unless otherwise noted or shown.)

BEGINNING at a steel stake set (N 13430291.81, E 1502192.42) in the north intersection of Farm to Market Road 1021, El Indio Highway with Texas State Loop 480 for a south corner of the herein described tract;

THENCE N 44°34'34" W, 205.33 feet with the northeast line of El Indio Highway to a "X" marked in concrete at the south corner of Lot 1 of the Quirk Subdivision Unit 1 for the west corner of the herein described tract;

THENCE N 45°29'19" E, 347.78 feet with the southeast line of said Lot 1 and the northeast line of a 55 feet wide cross access easement to a steel stake in a southwest line of the remainder of said 568.39 acres for the north corner of the herein described tract;

THENCE S 44°30'41" E, 261.81 feet to a steel stake found in the northwest right of way of Texas State Loop 480 for the east corner of the herein described tract;

THENCE With the northwest right of way of Texas State Loop 480 for the following two (2) calls:

1. Southwesterly with a curve to the left having a radius of 2892.09 feet, chord bearing S 47°09'44" W, chord distance 79.03 feet for an arc distance of 79.03 feet to a steel stake found for a tangent point;
2. S 46°22'46" W, 218.55 feet to a steel stake set at a flare to the right;
3. N 89°05'13" W, 71.28 feet to the POINT OF BEGINNING containing 2.031 acres of land within the herein described boundary as surveyed by Dirksen Engineering on August 19, 2021.

FIELD NOTES FOR A 1357.09 ACRES BOUNDARY
SURVEY COMPLETED ON AUGUST 19, 2021

Being a 1357.09 acres tract located in the following original surveys

Original	Survey	Abstract	Ostensible
S.S. Sanders	24	824	552.19
S.S. Sanders	25	825	589.85
S.S. Sanders	26	826	215.05
		Total	1357.09

located in Maverick County, Texas part of the remainder of tracts described in conveyance documents to M-Q Angus Ranch, Inc. recorded in Volume 138, Pages 7-et seq., Volume 138, Pages 247-et seq., and Volume 138, Pages 252-et seq., of the Maverick County Deed Records, Maverick County, Texas and more particularly described by metes and bounds as follows: (The bearings and distances shown herein conform to the Texas Coordinate System, North American Datum 1983, Texas South Central Zone.) (All corners called for as being set are marked on the ground with ½ inch steel stakes with plastic identification caps stamped "DIRKSEN/6260" attached unless otherwise noted or shown.)

BEGINNING at a steel stake set (N 13429866.92, E 1502470.00) in the south intersection of Farm to Market Road 1021, El Indio Highway, with Texas State Loop 480 for a northeast corner of the herein described tract;

THENCE S 44°30'01" E, 954.16 feet, with the southwest line of El Indio Highway to a steel stake set at the north corner of a 6.26 acres tract described in conveyance document to Armando De La Cruz recorded in Volume 1666, Pages 126 — et seq. of the Maverick County Official Public Records for a southeast corner of the herein described tract;

THENCE With said 6.25 acres tract for the following three (3) calls:
1. S 23°08'02" W, 811.51 feet to a steel stake found;
2. S 32°34'14" E, 398.78 feet to a steel stake set;
3. N 21°47'25" E, 910.02 feet to a steel stake found in the southwest line of El Indio Highway for a north corner of the herein described tract;

THENCE S 44°35'00" E, 2634.55 feet to a steel stake set at the north corner of 9.46 acres tract described in conveyance document to Alamo Concrete Products recorded in Volume 391, Pages 83 — et seq. of the Maverick County Deed Records for the eastmost corner of the herein described tract;

THENCE S 45°27'46" W, 6642.62 feet, at 600' passing the north corner of a 219.36 acres tract described in conveyance document to the City of Eagle Pass recorded in Volume 317, Pages 388 — et seq. of the Maverick County Official Public Records and continuing to a steel stake found at the north corner of a 13.52 acres tract described as Tract II and a 72.48 acres tract described in Tract III in conveyance document to Alamo Concrete Products recorded in Volume 391, Pages 83 — et seq. of the Maverick County deed records for an angle point in the southeast line of the herein described tract;

THENCE With the northwest line of said 13.52 acres tract for the following fourteen (14) calls:
1. N 49°33'38" W, 13.43 feet to a steel stake found;
2. S 79°37'19" W, 22.82 feet to a steel stake found;
3. S 44°06'00" W, 244.86 feet to a steel stake found;
4. S 70°19'29" W, 32.14 feet to a steel stake found;
5. S 75°03'11" W, 287.60 feet to a steel stake found;
6. S 44°46'37" W, 509.12 feet to a steel stake set;
7. S 67°25'38" W, 84.64 feet to a steel stake found;
8. S 73°01'35" W, 243.95 feet to a steel stake set;
9. S 38°42'40" W, 268.90 feet to a steel stake set;
10. S 50°57'24" W, 116.12 feet to a steel stake set;
11. S 76°49'19" W, 338.43 feet to a steel stake set;

12. S 57°31'19" W, 114.81 feet to a steel stake set;
13. S 59°10'42" W, 26.98 feet to a steel stake set;
14. S 47°28'25" W, 469.37 feet to a point in the left bank of the Rio Grande River for the south corner of the herein described tract;

THENCE With the left bank of the Rio Grande River for the following seven (7) calls:

1. N 61°49'37" W, 2794.39 feet to a point;
2. N 27°22'57" W, 3319.87 feet to a point;
3. N 61°37'20" W, 587.94 feet to a point;
4. S 80°03'56" W, 371.44 feet to a point;
5. S 83°48'34" W, 161.36 feet to a point;
6. N 65°32'20" W, 398.07 feet to a point;
7. N 65°41'44" W, 1610.29 feet to appoint in the southeast line of a 30.095 acres tract described in conveyance document to Leonard Pecan Farm, LLC recorded in Document Number 219885 of the Maverick County Official Public Records for the west corner of the herein described tract;

THENCE N 45°14'02" E, 915.99 feet to a steel stake found in the southeast right of way of Texas State Loop 480 for a north corner of the herein described tract;

THENCE With the southeast right of way of Texas State Loop 480 for the following ten (10) calls:

1. N 90°00'00" E, 1004.66 feet along an access permitted line, at 56.45 feet passing the beginning of an access denial line and continuing to a right of way monument found at the beginning of a curve to the left;
2. Easterly with said curve to the left having a radius of 3029.78 feet, chord bearing N 75°53'45" E, chord distance 1476.64 feet, for an arc distance of 1491.66 feet to a steel stake set for a tangent point;
3. N 61°49'00" E, 1774.30 feet, at 1611.98 feet passing as steel stake found marking the end of said access denial line and at 1692.83 feet passing a steel stake found marking the beginning of another access denial line and continuing to a right of way monument found at the beginning of a curve to the right;
4. Easterly with said curve to the right having a radius of 2799.79 feet, chord bearing N 77°03'44" E, chord distance 1472.46 feet, at an arc distance of 1142.37 feet passing a steel stake found at the end of said access denial line, at an arc distance of 1294.05 feet beginning another access denial line and continuing for an arc distance of 1489.98 feet to a steel stake set for a tangent point;
5. S 87°41'31" E, 2274.76 feet to a right of way monument found at the beginning of a curve to the left;
6. Easterly with said curve to the left having a radius of 2082.22 feet, chord bearing N 70°29'31" E, chord distance 1547.65 feet, at an arc distance of 220.32 feet passing a steel stake found at the end of said access denial line, at an arc distance of 326.17 feet passing a right of way monument found marking the beginning another access denial line and continuing for an arc distance of 1585.69 feet to a right of way monument found at the beginning of a curve to the right;
7. Northeasterly with said curve to the right having a radius of 2500.00 feet, chord bearing N 52°35'27" E, chord distance 528.10 feet, for an arc distance of 528.84 feet to a right of way monument found at the beginning of a curve to the left;
8. Northeasterly with said curve to the left having a radius of 2892.29 feet, chord bearing N 51°16'04" E, chord distance 528.10 feet, for an arc distance of 528.84 feet to a steel stake set for a tangent point;
9. N 46°01'47" E, 720.43 feet to right of way monument found at a flair to the right;
10. S 88°58'36" E, 62.35 feet to the POINT OF BEGINNING containing 1357.09 acres of land within the herein described boundary as surveyed by Dirksen Engineering on August 19, 2021.

FIELD NOTES FOR A 314.63 ACRES BOUNDARY
SURVEY COMPLETED ON AUGUST 19, 2021

Being 314.63 acres located in the following original surveys:

Original	Survey	Abstract	Ostensible
Antonio	512	1 170	185.63
S.S. Sanders	25	825	97.61
S.S.Sanders	26	826	31.40
		Total	314.63

located in Maverick County, Texas and part of the remainder of 568.39 acre tract and a 295.11 acre tract described in conveyance documents to David G. Canning recorded respectively in Volume 97, Pages 92 — et seq. and Volume 115, Pages 405 et seq. of the Maverick County Deed Records, Maverick County, Texas and more particularly described by metes and bounds as follows: (The bearings and distances shown herein conform to the Texas Coordinate System, North American Datum 1983, Texas South Central Zone.) (All corners called for as being set are marked on the ground with V2 inch steel stakes with plastic identification caps stamped "DIRKSEN/6260" attached unless otherwise noted or shown.)

BEGINNING at a point (N 13430712.73, E 1501785.61) in the northeast right of way of El Indio Highway (FM 1021) at the west corner of Lot 1 of the Quirk Subdivision Unit 1 recorded in Envelope 388, Side A of the Maverick County Map Records for a south corner of the herein described tract from which a steel stake found bears S 45°29'19" W at 5.22 feet;

THENCE N 43°51'39" W, 346.36 feet to a steel stake set in the southeast line of Lateral 44 described in Volume 35, Pages 467 — et seq. of the Maverick County Deed Records for the west most corner of the herein described tract;

THENCE With the southeast line of Lateral 44 for the following ten (10) calls;

1. N 64°54'40" E, 275.19 to a steel stake set;
2. N 73°48'24" E, 159.96 to a steel stake set;
3. N 29°39'13" E, 365.13 to a steel stake set;
4. N 06°02'09" E, 458.91 to a steel stake set;
5. N 22°04'27" W, 623.89 to a steel stake set;
6. N 03°25'06" W, 192.40 to a steel stake set;
7. N 31°02'20" E, 571.05 to a steel stake set;
8. N 34°19'51" E, 687.06 to a steel stake set;
9. N 12°33'24" E, 834.71 to a steel stake set;
10. N 45°21'01" E, 30.08 to a steel stake set in the south line of a 474.12 acre tract described in conveyance docment to Libco Enterprises, LLC recorded in Volume 1745, Pages 327 — et seq. of the Maverick County Official Public Records for a north comer of the herein described tract;

THENCE With the southwest and southeast corner of said 474.12 acres for the following two (2) calls:

1. S 44°37'18" E, 462.90 feet to a steel stake found for a reentrant comer;
2. N 45°22'42" E, 4662.14 feet to a steel stake set in the south line of the Main Canal operated by the Maverick County Water Control and Industrial District Number 1 for the northmost corner of the herein described tract;

THENCE With the south boundary of the main canal for the following eight (8) calls:

1. Southeasterly with a curve to the left having a radius of 207.25 feet, chord bearing 537°44'59"E, chord distance 60.50 feet for an arc length of 60.72 feet to a tangent;
2. S 46°20'17" E, 160.96 feet to the beginning of a curve to the right;
3. Southerly with said curve to the right having a radius of 115.97 feet, chord bearing S04°47'26"E, chord distance 153.83 feet for an arc length of 168.19 feet to a tangent;
4. S 36°45'24" W, 574.21 feet to the beginning of a curve to the left;
5. Southeasterly with said curve to the left having a radius of 265.97 feet, chord bearing 528°09'07"E, chord distance 481.74 feet for an arc distance of 602.62 feet to a tangent;
6. N 86°56'23" E, 154.91 feet to the beginning of a curve to the right;
7. Easterly with said curve to the right having a radius of 115.97 feet, chord bearing S79°47'58"E, chord distance 53.20 feet, for an arc distance of 53.68 feet to a point of tangency;

8. S 66°32'19" E, 35.77 feet to a steel stake set in the west line of Texas State Loop 480 for a northeast corner of the herein described tract;

THENCE With the west right of way of Texas State Loop 480 for the following six (6) calls:

1. S 21°23'33" W, 2505.73 feet to a steel stake set at the beginning of a curve to the right;
2. Southwesterly with said curve to the right having a radius of 2748.80 feet, chord bearing S33°42'42"W, chord bearing 1172.88 feet for an arc distance of 1181.97 feet to a right of way monument found at a point of tangency;
3. S 46°01'46" W, 2645.42 feet to the beginning of a curve to the right;
4. Southwesterly with said curve to the right having a radius of 3242.88 feet, chord bearing 548°39'15"W, chord distance 296.77 feet, for an arc distance of 296.87 feet to an "X" chiseled in concrete for point of tangency;
5. S 52°22'48" W, 512.86 feet to a steel stake set for an angle point;
6. S 50°09'49" W, 223.77 feet to a steel stake found at the east corner of Lot 1 of the aforesaid Quirk Subdivision Unit I for a south corner of the herein described tract;

THENCE With the northeast and northwest lines of said Quirk Subdivision for the following two (2) calls:

1. N 44°31'17" W, 641.84 feet to a steel stake found for a reentrant corner;
2. S 45°29'19" W, 342.45 feet to the POINT OF BEGINNING containing 314.63 acres of land within the herein described boundary as surveyed by Dirksen Engineering on August 19, 2021.

FIELD NOTES FOR A 136.52 ACRES BOUNDARY
SURVEY COMPLETED ON AUGUST 19, 2021

Being 136.52 acres located in the following original surveys:

Original Grantee	Survey	Abstract	Ostensible Acres
S.S. Sanders	25	825	101.67
S.S.Sanders	24	824	34.85
		Total Acres	136.52

located in Maverick County, Texas and part of the remainder of 568.39 acre tract described in conveyance document to David G. Canning recorded in Volume 97, Pages 92 — et seq. of the Maverick County Deed Records, Maverick County, Texas and more particularly described by metes and bounds as follows: (The bearings and distances shown herein conform to the Texas Coordinate System, North American Datum 1983, Texas South Central Zone.) (All corners called for as being set are marked on the ground with $^1/_2$ inch steel stakes with plastic identification caps stamped "DIRKSEN/6260" attached unless otherwise noted or shown.)

BEGINNING at a steel stake set (N 13429935.23, E 1502542.97) at the intersection of the northeast line of El Indio Highway (FM 1021) and the southeast intersection of Texas State Highway 480 for the eastmost corner of the herein described tract;;

THENCE With the southeast right of way of Texas State Highway 480 for the following ten (10) calls;

1. N 00°56'02" E, 70.17 feet with a flare to the right to a steel stake set;
2. N 46°22'46" E, 216.60 feet to a steel stake at the beginning of a curve to the left;
3. Northeasterly with said curve to the left having a radius of 2892.09 feet, chord bearing
   N43°22'45"E, chord distance 302.73 feet for an arc distance of 302.87 feet to a steel stake set for a tangent;
4. N 40°22'45" E, 690.69 feet to a steel stake set for an angle point;
5. N 46°01'47" E, 1946.19 feet to a steel stake set in the ostensible north line of Abstract 825 at the southeast corner of a tract described in conveyance document to Maria Coronado recorded in Volume 1503, Pages 53 — et seq. of the Maverick County Official Public Records and further described in Volume 171, Pages 151 — et seq. of the Maverick County Deed Records for the north corner of the herein described tract;

THENCE S 45°04'08" E, 1375.66 with the north line of Abstract 825 and the north line of County Road 227 described as a 40 feet wide easement in Volume 86, Pages 68 — et seq. of the Maverick County Deed Records to a steel stake set at the north corner of 40 feet wide roadway dedication described in Volume 86, Page 66 — et seq. of the Maverick County Deed Records for an east corner of the herein described tract;

THENCE S 45°00'00" W, 1692.95 feet with the southwest line of Abstract 825 and the northwest line of said County Road 227 to a steel stake set at the north line of another 40 feet wide roadway easement described in Volume 86, Pages 68 — et seq. of the Maverick County Deed Records for a reentrant corner of the herein described tract;

THENCE S 44°57'52" E, 961.07 feet with the north line of Abstract 824 and a north line of County Road 227 and said 40 feet wide easement to a steel stake set in the northwest line of Pioneer Road at the south corner of a 50.53 acres tract described in conveyance document to T.G. Shaw, et ux. recorded in Volume 95, Pages 122 — et seq. of the Maverick County Deed Records for the east corner of the herein described tract;

THENCE S 42°53'58" W, 1530.73 feet to the northwest line of Pioneer Road to a steel stake set in the northeast right of way of El Indio Highway for the south corner of the herein described tract;

THENCE N 44°33'46" W 2320.09 feet, crossing from Abstract 824 to Abstract 825 to the POINT OF BEGINNING containing 136.52 acres of land within the herein described boundary as surveyed by Dirksen Engineering on August 19, 2021.

Being 460.95 acres located in the following original surveys

Original Grantee	Survey	Abstract	Ostensible Acres
S.S. Sanders	25	825	87.43
S. S. Sanders	26	826	373.52
		Total Acres	460.95

located in Maverick County, Texas and part of the remainder of tracts described in conveyance documents to M-Q Angus Ranch, Inc. recorded in Volume 138, Pages 7-et seq., Volume 138, Pages 247-et seq., and Volume 138, Pages 252-et seq., of the Maverick County Deed Records, Maverick County, Texas and more particularly described by metes and bounds as follows: (The bearings and distances shown herein conform to the Texas Coordinate System, North American Datum 1983, Texas South Central Zone.) (All corners called for as being set are marked on the ground with $^1/_2$ inch steel stakes with plastic identification caps stamped "DIRKSEN/6260" attached unless otherwise noted or shown.)

BEGINNING at a steel stake set (N 13430223.04, E 1502119.91) in the southwest intersection of El Indio Highway with Texas State Loop 480 for a northeast corner of the herein described tract;

THENCE With the north line of Texas State Loop 480, an access denial line and generally with fence for the following ten (10) calls;

1. S 00°56'02" W, 70.17 feet to a found right of way monument;
2. S 46°22'46" W, 716.39 feet to a found right of way monument;
3. Southwesterly with a curve to the left, having a radius of 2892.29 feet, an arc length of 617.46 feet, a chord bearing S40°15'49"W, chord length 616.29 feet to a found right of way monument;
4. Southwesterly with a curve to the right, having a radius of 1200.00 feet, an arc length of 428.70 feet, a chord bearing S44°22'56"W, chord length 426.42 feet to steel stake set;
5. Southwesterly with a curve to the right, having a radius of 1852.22 feet, an arc length of 1218.46 feet, a chord bearing S73°27'45"W, chord length 1196.61 feet, at an arc length of 928.32 feet passing a found right of way monument at the end of said access denial line, at an arc distance of 1022.48 passing a steel stake found at the beginning of an access denial line and continuing to steel stake found;
6. N 87°41'31" W, 2274.76 feet to a steel stake set;
7. Southwesterly with a curve to the left, having a radius of 3029.78 feet, an arc length of 1612.38 feet, a chord bearing S77°03'44"W, chord length 1593.42 feet, at an arc length of 475.60 feet passing a steel stake set at the end of said access denial line, at an arc distance of 614.62 feet passing a steel stake set at the begging of an access denial line and continuing to a found right of way monument;
8. S 61°49'00" W, 1775.64 feet, at 153.92 feet passing a steel stake set at the end of said access denial line, at 236.72 feet passing a steel stake set at the beginning of an access denial line and continuing to a found steel stake;
9. Southwesterly with a curve to the right, having a radius of 2799.79 feet, an arc length of

1377.19 feet, a chord bearing S75°54'30"W, chord length 1363.35 feet to a found right of way monument;

10. S 90°00'00" W, 775.66 feet, at 719.22 feet passing a steel stake set at the beginning of an access denial line and continuing to a steel stake set in the southeast line of a 30.095 acres tract described in conveyance document to Leonard Pecan Farm, LLC recorded in Document Number 219885 of the Maverick County Official Public Records for the southwest corner of the herein described tract;

THENCE N 45°14'02" E, 8659.58 feet with the southeast line of said 30.095 acres tract, the southeast line of Block 7 of the La Herradura Subdivision recorded on Envelope 145, Side B, the southeast line of Block 6 of the Eagle Heights Subdivision Unit Number 1 recorded on Envelope 129, Side B, the southeast line of Block 6 of the Eagle Heights Subdivision Unit Number 2 recorded on Envelope 131, Side B, the southeast line of Block 1 and Block 2 of the Las Brisas Subdivision recorded on Envelope 83, Side A, the southeast line of Los Jardines Verdes Ranchettes Subdivision recorded on Envelope 69, Side A of the Maverick County Plat Records, and the southeast line of a 3.28 acres tract described in Tract 1 of conveyance document to South Texas Border Investment Properties, LLC recorded in Volume 1735, Pages 359-et seq., to a steel stake set at a southwest corner of a 21.40 acres tract described in conveyance document to Nosbil, Inc. recorded in Volume 1421, Pages 453-et seq. for the north corner of the herein described tract;

THENCE With the west line of said 21.40 acres tract for the following five (5) calls;

1. S 48°40'32" E, 40.89 feet to a steel stake set;
2. S 24°53'45" E; 436.80 feet to a steel stake set;
3. S 01°44'15" W, 270.00 feet to a steel stake set;
4. S 16°45'45" E, 386.00 feet to a steel stake set;
5. S 13°45'45" E 269.00 feet to a steel stake set at an angle point in the west line of a 70.87 acres tract described in conveyance document to De Los Santos Children Trust recorded in Volume 426, Pages 189-et seq.;

THENCE With the west line of said 70.87 acres tract for the following nineteen (20) calls;

1. S 27°36'39" E, 12.41 feet to a point;
2. S 01°48'28" E, 140.33 feet to a point;
3. S 11°43'58" W, 69.72 feet to a point;
4. S 51°05'33" W, 43.31 feet to a point;
5. S 01°0027" E, 305.21 feet to a point;
6. S 15°35'14" E, 165.21 feet to a point;
7. S 07°29'42" E, 323.49 feet to a point;
8. S 66°54'45" E, 433.85 feet to a point;
9. S 37°06'25" E, 370.52 feet to a point;
10. S 66°50'47" E, 68.17 feet to a point;
11. S 00°26'17" W, 196.22 feet to a point;
12. S 40°19'18" E, 185.32 feet to a point;
13. S 18°59'45" E, 114.46 feet to a point;
14. S 66°49'04" E, 56.96 feet to a point;
15. N 80°30'08" E, 286.76 feet to a point;

16. S 66°05'03" E, 35.58 feet to a point;
17. N 82°23'36" E, 36.08 feet to a point;
18. N 38°22'05" E, 104.01 feet to a point;
19. N 55°48'11" E, 52.05 feet to a point;
20. S 73°28'27" E, 122.52 feet to a point in the west line of a 38.79 acres tract described in conveyance document to the United States of America recorded in Volume 362, Pages 488-et seq, of the Maverick County Official Public Records;

THENCE With the west and south line of said 38.79 acres tract for the following six (6) calls;

1. S 52°24'52" E, 49.48 feet to a point;
2. S 17°01'27" W, 68.35 feet to a point;
3. S 15°25'09" E, 56.59 feet to a point;
4. S 10°20'35" W, 80.04 feet to a point;
5. S 24°08'02" E, 46.13 feet to a steel stake set;
6. N 41°58'31" E, 1612.92 feet to a point to a steel stake found in the west right of way line of El Indio Highway for a northeast corner of the herein described tract;

THENCE S 43°53'52" E, 982.51 feet to the **POINT OF BEGINNING** containing 460.95 acres of land within the herein described boundary as surveyed by Dirksen Engineering on August 19, 2021.

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS, AMENDING CHAPTER 26, ARTICLE VII, SECTION 26-183 (2) OF THE CODE OF ORDINANCES BY AMENDING THE NON-COMMERCIAL VEHICLE TOLL RATE OF $2.00 PER AXEL, OR $4.00 PER VEHICLE FOR EXPRESS CARD OR TOLL TAG USERS, AND $2.00 PER AXLE TO $2.50 PER AXEL, OR FROM $4.00 PER VEHICLE TO $5.00 PER VEHICLE FOR CASH PAYMENTS.PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Pass Bridge System wishes to have a more organized fee payment structure; and

WHEREAS, The City of Eagle Pass Bridge system wishes to utilize additional incoming revenue for the construction of the Expansion of Camino Real International Bridge and any other improvements or payments towards improvements for the City of Eagle Pass.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS THAT:

Section 1. The City of Eagle Pass Code of Ordinances, ***Chapter 26***, ***Article VII, Section 26-183***, is hereby amended as follows:

(2) *Non-commercial vehicles: .....*
[~~Passenger car or truck (including dual tires)$2.00/axle or $4.00/vehicle~~
~~Motorcycle or cart$2.00/axle or $4.00/vehicle~~
~~Trailer being pulled by either non-commercial class$2.00/axle~~
~~Express card—passenger car or truck (including dual tires)$1.50/axle or $3.00/vehicle~~
~~Effective October 1, 2021$1.75/axle or $3.50/vehicle~~
~~Effective October 1, 2022$2.00/axle or $4.00/vehicle~~]

Express Card/ Toll Tag Payments	
Passenger Car or Truck (including dual tires)	*$2.00 per axle or $4.00 per vehicle*
Motorcycle or Cart	*$2.00 per axle or $4.00 per vehicle*
Tailer pulled by non-commercial class	*$2.00 per axle*
Cash Payments	
Passenger Car or Truck (including dual tires)	*$2.50 per axle or $5.00 per vehicle*
Motorcycle or Cart	*$2.50 per axle or $5.00 per vehicle*

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Eagle Pass, Texas, except where the provisions of this ordinance are in

direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. This Ordinance shall become effective November 10, 2025.

READ, PASSED, AND APPROVED ON FIRST READING on this 16th Day of September, A.D., 2025.

ATTEST:

______________________________ ______________________________
Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

READ, PASSED, AND APPROVED ON SECOND READING, this 14st Day of October, A.D., 2025.

ATTEST:

______________________________ ______________________________
Aaron Valdez
Mayor

Erika Rodriguez
City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

READ, PASSED, AND APPROVED ON THIRD AND FINAL READING this 4th Day of November A.D., 2025.

ATTEST:

__________________________	________________________________
Aaron Valdez	Erika Rodriguez
Mayor	City Secretary

AYES:
NAYS:
ABSTAINED:
ABSENT:

APPROVED AS TO FORM AND LEGALITY:

____
Ana S. Garcia
City Attorney

RESOLUTION NO. ____________

A RESOLUTION AUTHORIZING THE CITY OF EAGLE PASS'S EXECUTION OF AND ENTERING INTO MULTIPLE AGREEMENTS REGARDING THE DEVELOPMENT OF EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1, INCLUDING FINANCING AGREEMENTS, A TIRZ REIMBURSEMENT AGREEMENT, A MAINTENANCE AGREEMENT, AND A LANDOWNER AGREEMENT; RESOLVING OTHER MATTERS IN CONNECTION WITH THE FOREGOING, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City of Eagle Pass, Texas (the *City*), pursuant to, in accordance with, and in response to a petition therewith filed under the terms, provisions and requirements of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code (the *PID Act*), has previously established the Eagle Pass Public Improvement District No. 1 (the *District*) upon 460.95 acres of land located in the City (as more particularly described in Exhibit A, attached hereto and incorporated herein by reference, the *Property*), which Property Empire Industrial Park, LLC, as its developer (the *Developer*), intends to develop or cause to be developed into industrial and commercial property; and

WHEREAS, the City conditioned the District's creation on the Developer's commitments regarding Property development, including with respect to certain features and sources of payment of certain costs of Property development, being appropriately memorialized in various documents; and

WHEREAS, the City Council, by ordinance adopted on November 4, 2025, approved the Eagle Pass Public Improvement District No. 1 Service and Assessment Plan, dated November 4, 2025 (the *Service and Assessment Plan*"), pursuant to, in accordance with, and as required by the PID Act, which Service and Assessment Plan describes and provides for various aspects of Property development and is incorporated by reference for all purposes as though reproduced herein in its entirety; and

WHEREAS, the City Council has heretofore found and determined that it is in the best interests of the City to issue and has, pursuant to the PID Act and as described in the Service and Assessment Plan, authorized the issuance of its bonds to be designated "City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project)" and "City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project)", and in connection with the marketing and sale thereof, the City has communicated and disclosed to the capital markets the aforementioned memorialization of Developer commitments regarding Property development; and

WHEREAS, the City and the Developer (and its related entities and other parties with interest in the Property's development) have negotiated the terms of various documents herein-described that, upon execution of the respective parties thereto, will memorialize the terms and conditions of the Property's development as therein provided, respectively; and

WHEREAS, the City has determined that adoption of this Resolution approving the various Property development documents herein-identified and authorizing the City's entering into and executing the same is in the best interests of the residents of the City; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, THAT:

SECTION 1: Financing Agreements. The City Council hereby approves that certain "Eagle Pass Public Improvement District No. 1 (Improvement Area #1) Financing Agreement", dated as of November 1, 2025, by and among the City and the Developer and that certain "Eagle Pass Public Improvement District No. 1 (Improvement Area #2) Financing Agreement", dated as of November 1, 2025, by and among the City and the Developer, in the forms attached hereto as Exhibit B-1 and Exhibit B-2, respectively.

SECTION 2: TIRZ Revenues Reimbursement Agreement. The City Council hereby approves that certain "TIRZ No. 1 Reimbursement Agreement", dated to be effective as of November 4, 2025, by and among the City and the Developer, in the form attached hereto as Exhibit C.

SECTION 3: Public Improvement Maintenance Agreement. The City Council hereby approves that certain "Public Improvement Maintenance Agreement", dated and effective as of the date specified therein upon signature by the parties thereto, by and between the City and the owners' association created and established for the industrial and commercial development of the District, in the form attached hereto as Exhibit D.

SECTION 4: Landowner Agreement. The City Council hereby approves that certain "Landowner Agreement and Notice of Assessments", dated as November 1, 2025, by and between the City and the Developer, in the form attached hereto as Exhibit E.

SECTION 5: Legal Authorization. The City's entry into the various agreements identified in Sections 1 through 4 hereof (collectively, the *Agreements*) is authorized by applicable Texas law, including (but, as necessary, not limited to) the PID Act and such law is relied upon in connection its execution and entry into each of the Agreements.

SECTION 6: Approval of Agreement Terms; Incorporation of Terms by Reference. The City Council hereby approves and accepts the respective terms of each of the Agreements and hereby agrees that it shall be bound by their respective terms as therein written. The terms and provisions of each of the Agreements are incorporated by reference for all purposes as if reproduced herein in their entirety.

SECTION 7: Authorization to Act on City's Behalf. The City Council hereby authorizes each of the Mayor, Mayor Pro Tem and City Manager (each, a *City Representative*), individually, to execute and enter each of the Agreements herein identified as the act and deed of the City for all purposes. The City Secretary is hereby authorized countersign or attest any agreement executed by a City Representative. Each City Representative and the City Secretary are further authorized and directed to take any and all actions on behalf of the City Council necessary or desirable to carry out the intent and purposes of this Ordinance (including entering into additional agreements) and to effectuate each of the Agreements contemplated hereby.

SECTION 8: <u>Ratification of Prior Actions; Repeal of Conflicting Actions</u>. All actions necessary or incidental to the adoption of this Resolution by the City Council, whether heretofore or hereafter taken (including negotiation of each of the agreements herein authorized and approved), are hereby ratified and approved as the act and deed of the City for all purposes. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution, are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters ordained herein.

SECTION 9: <u>Incorporation of Preamble</u>. The recitals contained in the preamble hereof are hereby found to be true and correct; and such recitals are hereby incorporated by reference and made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council acting in its discretionary, legislative capacity.

SECTION 10: <u>Governing Law</u>. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 11: <u>Severability</u>. If any provision, section, subsection, sentence, clause, or phrase of this Resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Resolution or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this Resolution are declared to be severable for that purpose.

SECTION 12: <u>Open Meeting</u>. The City Council hereby officially finds, determines, and declares that the meeting at which this Resolution is adopted was open to the public, and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 13: <u>Effective Date</u>. This Resolution shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

*　　*　　*

PASSED AND ADOPTED on the 4th day of November, 2025.

CITY OF EAGLE PASS, TEXAS

____
Mayor

ATTEST:

____
City Secretary

(CITY SEAL)

EXHIBIT A

PROPERTY DESCRIPTION

(See attached)

PROPERTY DESCRIPTION 460.95 ACRES

Being 460.95 acres located in the following original surveys

Original Grantee	Survey	Abstract	Ostensible Acres
S.S. Sanders	25	825	87.43
S. S. Sanders	26	826	373.52
		Total Acres	460.95

located in Maverick County, Texas and part of the remainder of tracts described in conveyance documents to M-Q Angus Ranch, Inc. recorded in Volume 138, Pages 7-et seq., Volume 138, Pages 247-et seq., and Volume 138, Pages 252-et seq., of the Maverick County Deed Records, Maverick County, Texas and more particularly described by metes and bounds as follows: (The bearings and distances shown herein conform to the Texas Coordinate System, North American Datum 1983, Texas South Central Zone.) (All corners called for as being set are marked on the ground with 1/2 inch steel stakes with plastic identification caps stamped "DIRKSEN/6260" attached unless otherwise noted or shown.)

BEGINNING at a steel stake set (N 13430223.04, E 1502119.91) in the southwest intersection of El Indio Highway with Texas State Loop 480 for a northeast corner of the herein described tract;

THENCE With the north line of Texas State Loop 480, an access denial line and generally with fence for the following ten (10) calls;

1. S 00°56'02" W, 70.17 feet to a found right of way monument;
2. S 46°22'46" W, 716.39 feet to a found right of way monument;
3. Southwesterly with a curve to the left, having a radius of 2892.29 feet, an arc length of 617.46 feet, a chord bearing S40°15'49"W, chord length 616.29 feet to a found right of way monument;
4. Southwesterly with a curve to the right, having a radius of 1200.00 feet, an arc length of 428.70 feet, a chord bearing S44°22'56"W, chord length 426.42 feet to steel stake set;
5. Southwesterly with a curve to the right, having a radius of 1852.22 feet, an arc length of 1218.46 feet, a chord bearing S73°27'45"W, chord length 1196.61 feet, at an arc length of 928.32 feet passing a found right of way monument at the end of said access denial line, at an arc distance of 1022.48 passing a steel stake found at the beginning of an access denial line and continuing to steel stake found;
6. N 87°41'31" W, 2274.76 feet to a steel stake set;
7. Southwesterly with a curve to the left, having a radius of 3029.78 feet, an arc length of 1612.38 feet, a chord bearing S77°03'44"W, chord length 1593.42 feet, at an arc length of 475.60 feet passing a steel stake set at the end of said access denial line, at an arc distance of 614.62 feet passing a steel stake set at the begging of an access denial line and continuing to a found right of way monument;
8. S 61°49'00" W, 1775.64 feet, at 153.92 feet passing a steel stake set at the end of said access denial line, at 236.72 feet passing a steel stake set at the beginning of an access denial line and continuing to a found steel stake;
9. Southwesterly with a curve to the right, having a radius of 2799.79 feet, an arc length of 1377.19 feet, a chord bearing S75°54'30"W, chord length 1363.35 feet to a found right of way monument;
10. S 90°00'00" W, 775.66 feet, at 719.22 feet passing a steel stake set at the beginning of an access denial line and continuing to a steel stake set in the southeast line of a 30.095 acres tract described in conveyance document to Leonard Pecan Farm, LLC recorded in Document Number 219885 of the Maverick County Official Public Records for the southwest corner of the herein described tract;

THENCE N 45°14'02" E, 8659.58 feet with the southeast line of said 30.095 acres tract, the southeast line of Block 7 of the La Herradura Subdivision recorded on Envelope 145, Side B, the southeast line of Block 6 of the Eagle Heights Subdivision Unit Number 1 recorded on Envelope 129, Side B, the southeast line of Block 6 of the Eagle Heights Subdivision Unit Number 2 recorded on Envelope 131, Side B, the southeast line of Block 1 and Block 2 of the Las Brisas Subdivision recorded on Envelope 83, Side A, the southeast line of Los Jardines Verdes Ranchettes Subdivision recorded on Envelope 69, Side A of the Maverick County Plat Records, and the southeast line of a 3.28 acres tract described in Tract 1 of conveyance document to South Texas Border Investment Properties, LLC recorded in Volume 1735, Pages 359-et seq., to a steel stake set at a southwest corner of a 21.40 acres tract described in conveyance document to Nosbil, Inc. recorded in Volume 1421, Pages 453-et seq. for the north corner of the herein described tract;

THENCE With the west line of said 21.40 acres tract for the following five (5) calls;

1. S 48°40'32" E, 40.89 feet to a steel stake set;
2. S 24°53'45" E, 436.80 feet to a steel stake set;
3. S 01°44'15" W, 270.00 feet to a steel stake set;
4. S 16°45'45" E, 386.00 feet to a steel stake set;
5. S 13°45'45" E 269.00 feet to a steel stake set at an angle point in the west line of a 70.87 acres tract described in conveyance document to De Los Santos Children Trust recorded in Volume 426, Pages 189-et seq.;

THENCE With the west line of said 70.87 acres tract for the following nineteen (20) calls;

1. S 27°36'39" E, 12.41 feet to a point;
2. S 01°48'28" E, 140.33 feet to a point;
3. S 11°43'58" W, 69.72 feet to a point;
4. S 51°05'33" W, 43.31 feet to a point;
5. S 01°0027" E, 305.21 feet to a point;
6. S 15°35'14" E, 165.21 feet to a point;
7. S 07°29'42" E, 323.49 feet to a point;
8. S 66°54'45" E, 433.85 feet to a point;
9. S 37°06'25" E, 370.52 feet to a point;
10. S 66°50'47" E, 68.17 feet to a point;
11. S 00°26'17" W, 196.22 feet to a point;
12. S 40°19'18" E, 185.32 feet to a point;
13. S 18°59'45" E, 114.46 feet to a point;
14. S 66°49'04" E, 56.96 feet to a point;
15. N 80°30'08" E, 286.76 feet to a point;
16. S 66°05'03" E, 35.58 feet to a point;
17. N 82°23'36" E, 36.08 feet to a point;
18. N 38°22'05" E, 104.01 feet to a point;
19. N 55°48'11" E, 52.05 feet to a point;
20. S 73°28'27" E, 122.52 feet to a point in the west line of a 38.79 acres tract described in conveyance document to the United States of America recorded in Volume 362, Pages 488-et seq, of the Maverick County Official Public Records;

THENCE With the west and south line of said 38.79 acres tract for the following six (6) calls;

1. S 52°24'52" E, 49.48 feet to a point;
2. S 17°01'27" W, 68.35 feet to a point;
3. S 15°25'09" E, 56.59 feet to a point;
4. S 10°20'35" W, 80.04 feet to a point;
5. S 24°08'02" E, 46.13 feet to a steel stake set;
6. N 41°58'31" E, 1612.92 feet to a point to a steel stake found in the west right of way line of El Indio Highway for a northeast corner of the herein described tract;

THENCE S 43°53'52" E, 982.51 feet to the **POINT OF BEGINNING** containing 460.95 acres of land within the herein described boundary as surveyed by Dirksen Engineering on August 19, 2021.

EXHIBIT B-1

FORM OF FINANCING AGREEMENT FOR IMPROVEMENT AREA #1

EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1
(IMPROVEMENT AREA #1)
FINANCING AGREEMENT

AMONG

EMPIRE INDUSTRIAL PARK, LLC

AND

THE CITY OF EAGLE PASS, TEXAS

TABLE OF CONTENTS

EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1
(IMPROVEMENT AREA #1)
FINANCING AGREEMENT

This Eagle Pass Public Improvement District No. 1 (Improvement Area #1) Financing Agreement (this "**Agreement**"), dated as of November 1, 2025 (but effective as the date of initial delivery of the Improvement Area #1 Bonds (anticipated to occur on December 4, 2025); such effective date, the "**Effective Date**"), is entered into by and among Empire Industrial Park, LLC, a Texas limited liability company as assignee of the initial developer under the Development Agreement (hereinafter defined) (including its Designated Successors and Assigns, the "**Developer**"), and the City of Eagle Pass, Texas (the "**City**"), a political subdivision of the State of Texas acting by and through its City Council (the "**City Council**"). The Developer and the City are individually herein referred to as a "**Party**" and, together, as the "**Parties**." Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Service and Assessment Plan or in Exhibit "A" attached hereto and made a part hereof.

Recitals:

WHEREAS, the Developer intends to develop approximately 188.26 acres of land more particularly described on Exhibit "B" attached hereto and made a part hereof (the "**Property**"), as industrial property and other compatible uses (the "**Project**");

WHEREAS, in reliance upon and subject to the Developer's Project development commitments being appropriately memorialized, the City Council authorized the formation of the Eagle Pass Public Improvement District No. 1 (the "**District**") by adoption of Resolution No. 2023-54R on November 7, 2023 (the "**Creation Resolution**"), for the purpose of imposing Assessments upon Assessed Property to finance Actual Costs of Authorized Improvements located within or beyond District boundaries essential to Project development, all in accordance with the Chapter 372 of the Texas Local Government Code (the "**PID Act**");

WHEREAS, as of the date hereof, the City Council has adopted (i) the City Resolution, (ii) the Assessment Ordinance; and (iii) the Bond Ordinance;

WHEREAS, the Parties intend that the Project Costs will be satisfied from the sources and in the amounts identified in the Service and Assessment Plan;

WHEREAS, the City has determined that it is in the best interests of it and its residents to contract with the Developer for the acquisition, construction, and financing of the Authorized Improvements, which the City hereby finds and determines will result in the efficient and effective implementation of the Service and Assessment Plan; and

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

ARTICLE I. SCOPE OF AGREEMENT

This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Assessed Property (Article II); the construction and acquisition of Authorized Improvements (Article III); advancement and/or reimbursement of construction or acquisition funds for, and provision for acquisition, construction, ownership and maintenance of, Authorized Improvements (Article IV); and the issuance of Bonds for the financing of certain Actual Costs of Authorized Improvements (Article V). This Agreement also provides for Party representations and warranties (Article

VI), Party default and remedies in the event of default (Article VII), and general contract provisions (Article VIII).

ARTICLE II. APPORTIONMENT, LEVY, COLLECTION, AND USE OF ASSESSMENTS

Section 2.01. Preliminary Matters

(a) *District Formation; Boundaries*. On November 7, 2023, the City formed the District by adoption of the Creation Resolution. The boundaries of the Property are wholly withing the District's boundaries.

(b) *Service and Assessment Plan*. The Developer acknowledges and agrees that the Service and Assessment Plan, which (among other things) describes Project development, timing and amount of Assessments, issuance of the Improvement Area #1 Bonds, methodology for payment of the costs of acquiring, constructing, installing and (as applicable) maintaining Authorized Improvements and payment of other Actual Costs of Authorized Improvements, must meet the requirements of Sections 372.013-.014, as amended, Texas Local Government Code, and be presented to the City Council for review and approval prior to issuance of a series of Bonds. The Service and Assessment Plan, which encompasses issuance of the Improvement Area #1 Bonds and the City's adoption of the Assessment Ordinance, will (as required by the PID Act) be updated and amended by the Administrator at least once per year and submitted to the City Council for review and approval.

(c) *Assessments*

(i) Assessments will be levied and imposed on Assessed Property, and adjustments to such Assessments (as and if necessary) will be made, in accordance with the terms of this Agreement, the Service and Assessment Plan, and the PID Act, respectively. Assessments will bear a direct proportional relationship to and be less than or equal to the special benefit of the Authorized Improvements whose Actual Costs are paid from Assessment Revenues attributable to such Assessments.

(ii) The Parties anticipate that, pursuant to an Assessment Ordinance, Assessments will be assessed on the Assessed Property within the District for the payment of Actual Costs of Authorized Improvements. The Assessments on Assessed Property within the District that are imposed pursuant to an Assessment Ordinance will be pledged as security for and are the sole source of payment of the Improvement Area #1 Bonds, as provided in the Trust Indenture pursuant to which the Improvement Area #1 Bonds are issued.

(d) *Owners' Association*.

(i) The Developer will promptly (but not later than by the time of recordation of the final plat relating to the Project) create an Association for the Project and shall establish bylaws, rules, regulations, and restrictive covenants (collectively the "**Association Regulations**") to assure the Association assumes the maintenance responsibilities for the Association Maintenance Obligations pursuant to the Maintenance Agreement.

(ii) The Association shall have binding, continuing responsibility for the maintenance, repair, and operation of the Association Maintenance Obligations pursuant to the Maintenance Agreement. The Association Regulations shall establish periodic Association dues and assessments, to be charged and paid by the lot owners within the portion of the Project subject to such Association that are and will be sufficient to (1) pay the Associations' Annual Installments of the Assessments thereon imposed, if any, (2) maintain (including provision by annual reservation for periodic major maintenance and capital repair and replacement), pursuant to the Maintenance Agreement, the Association Maintenance Obligations, (3) in addition, and to the extent not already covered by the provisions of the Maintenance Agreement, provide authorized services, including but not limited to maintaining public areas within the District, and (4) provide funds required for the management and operation of the Association.

(iii) The Parties anticipate that, immediately after creation of the Association, the City and the Association shall enter into the Maintenance Agreement, wherein the Association agrees to operate, maintain, and repair the Association Maintenance Obligations in accordance with the standards therein set forth. The Developer hereby covenants and agrees to cause the Association to enter into the Maintenance Agreement when and as herein described. The City and the Association having entered into and fully executed the Maintenance Agreement shall represent a condition precedent to the Developer's receipt of a reimbursement from the Project Fund for payment of Actual Costs of Authorized Improvements.

(iv) The Owners' Association dues and assessments required to be established, maintained, and collected by the Owners' Association pursuant to this Agreement shall be in addition to, and not in lieu of, any and all other fees, charges, and Assessments that will be applicable to any Assessed Property.

Section 2.02. Payment for Authorized Improvements

(a) *General*. As further described in Article IV, the Parties anticipate that the Actual Costs of Authorized Improvements shall be paid (i) from the proceeds the Improvement Area #1 Bonds, (ii) Assessment Revenues, and (iii) by the Developer from its private sources (including equity investment and the proceeds of a private loan payable from and obtained by its own resources; such private Developer contributions and their sources, the "**Developer Resources**"; the proceeds of Improvement Area #1 Bonds, the Assessment Revenues, and the Developer Resources, together, the "**Available Sources of Payment**" and, individually, an "**Available Source of Payment**"). The City may also use TIRZ Revenues (defined herein(to satisfy the obligations described herein.

(b) *Bonds*. The Service and Assessment Plan contemplates the issuance of the Improvement Area #1 Bonds.

(i) In connection with the issuance of such series of Bonds, the City Council will adopt an Assessment Ordinance. The Assessment Ordinance will include an assessment of Improvement Area #1 to provide funds to pay (1) the Actual Costs of the Improvement Area #1 Improvements and (2) the apportioned share of the Actual Costs of the Shared Improvements allocated to Improvement Area #1 (items (1) and (2) collectively referred to in the Service and Assessment Plan as the Improvement Area #1 Authorized Improvements).

(ii) Proceeds of the Improvement Area #1 Bonds to fund Actual Costs of Authorized Improvements shall, upon initial delivery, be deposited to the Project Fund, for further deposit to any accounts or subaccounts therein established and maintained, and released from time to time in accordance with the applicable provisions of the Trust Indenture pursuant to which the Improvement Area #1 Bonds are issued and subject to satisfaction of the conditions precedent specified in Section 4.03 hereof. Upon any such deposit amounts held in a Project Fund are available for use as an Available Source of Payment.

(iii) Assessment Revenues shall be the sole source of security for and repayment of any Bonds; provided, however, the City may use other funds (including funds from the Tax Increment Reinvestment Zone Number One, City of Eagle Pass (the "**TIRZ Revenues**") established upon the Property) to satisfy these obligations.

(iv) **THE PARTIES EXPRESSLY AGREE THAT THE IMPROVEMENT AREA #1 BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE CITY SECURED SOLELY BY THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER, AND TO THE EXTENT PROVIDED IN, THE APPLICABLE TRUST INDENTURE. THE IMPROVEMENT AREA #1 BONDS DO NOT AND SHALL NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE ONLY SECURED FROM THE SOURCES IDENTIFIED IN SUCH TRUST INDENTURE. EACH TRUST INDENTURE PROVIDES THAT THE OWNERS OF IMPROVEMENT AREA #1 BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES IDENTIFIED IN, AND OTHER FUNDS HELD UNDER, SUCH TRUST INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF THE IMPROVEMENT AREA #1 BONDS TO PAY SUCH BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES THEREFOR**.

(c) *Use of Available Sources of Payment*. The Service and Assessment Plan identifies the Available Sources of Payment for payment of the Actual Costs of Authorized Improvements. To the extent the Service and Assessment Plan identifies multiple Available Sources of Payment for the same Actual Costs of Authorized Improvements, the payment of such Actual Costs from Available Sources of Payment shall be made, to the extent of availability, from either proceeds of Improvement Area #1 Bonds, the Assessment Revenues, or the Developer Resources, or some combination of the three.

(d) *Initial and Future Developer Responsibilities*. As a condition to the City's issuance of Improvement Area #1 Bonds, the Developer is obligated to pay from Developer Resources (and which the Developer hereby agrees to pay from Developer Resources) the Actual Costs of Authorized Improvements not funded with proceeds of Improvement Area #1 Bonds and other Project Costs. Initially, and with respect to the development of Improvement Area #1 and the issuance of the Improvement Area #1 Bonds, the Developer hereby agrees to pay from Developer Resources, after application of the proceeds of the Improvement Area #1 Bonds to pay the Actual Costs of Improvement Area #1 Authorized Improvements, the remaining Actual Costs of the Improvement Area #1 Authorized Improvements, the Actual Costs of the Shared Improvements allocated to Improvement Area #4 and to areas located outside of the District, and any Project Costs in addition to the Actual Costs of such Shared Improvements and Improvement Area #1 Authorized Improvements, respectively.

(e) *Use of Developer Resources*. To the extent of expected recovery of a portion of expended Developer Resources from the proceeds of future series of bonds, such as with respect to a portion of the Actual Costs of Shared Improvements allocated to Improvement Area #4 but paid by the Developer from Developer Resources during development of Improvement Area #1, as the same is reflected in an update to the Service and Assessment Plan, such recovery is subject to the issuance of a future series of bonds for such purpose, but no guaranty is made that any such issuance will occur or that the resultant proceeds therefrom will be adequate for such purpose. Further, completion of Authorized Improvements in Improvement Area #4 will likely require some contribution of Developer Resources that will not be recoverable from the proceeds of bonds or excess and otherwise available Assessments Revenues. The Developer will nevertheless be required to fund these improvements with Developer Resources, as provided in one or more updates to the Service and Assessment Plan.

Section 2.03. Collection of Assessments

(a) The City shall collect the Assessments in a manner that is consistent with the City's policies and standard practices applicable to the collection of City ad valorem taxes. In furtherance of the foregoing, the City covenants and agrees that it shall, as authorized by the PID Act and other applicable law, contract with or otherwise agree with the Maverick County Tax Assessor-Collector's Office to provide that (i) Assessments that have been levied and imposed as described in Section 2.01(d)(i) hereof be continuously collected and (ii) that the Assessments will be included on the ad valorem tax bill(s) for the owners of Assessed Property and collected as part of and in the same manner as ad valorem taxes.

(b) The City covenants and agrees that, to the extent permitted by applicable law, it will not permit a reduction, abatement, or exemption in the Assessments due on any portion of any Assessed Property within the District until the first to occur of the following: (i) the Assessments have been repaid in full or (ii) all series of Bonds related to such Assessments are no longer outstanding (whether as a result of payment in full, defeasance or otherwise).

(c) Notwithstanding anything to the contrary contained herein or in the Service and Assessment Plan, if Bonds are issued, the Assessment Revenues related to the Assessments securing such series of Bonds, annually collected under this Agreement and pursuant to an Assessment Ordinance shall, upon collection, be deposited with the Trustee for further deposit thereby to the various accounts as established and specified in the applicable Trust Indenture. This provision shall only remain effective for so long as the Bonds issued under such Trust Indenture are outstanding.

Section 2.04. Approval and Recordation of Assessments through Landowner Agreement

Concurrently with the adoption of an Assessment Ordinance, the Developer shall execute (and shall cause any other non-homeowner owner of any of the Assessed Property or other property in the District contemplated under the Service and Assessment Plan to be Assessed Property) a "**Landowner Agreement**" (herein so called and defined) covering District parcels subject to Assessments pursuant to and under the applicable Assessment Ordinance.

The Landowner Agreement shall (a) include approval and acceptance of each owner of Assessed Property of the apportionment of Assessments in the Service and Assessment Plan contemplated therein initially and at any time in the future, and the City's levy and imposition of the Assessments on such Assessed Property; (b) evidence of Developer's intent that, with respect to such Assessed Property, the Assessments be "covenants running with the land" that (i) bind the Developer (which, by definition, includes its Designated Successors and Assigns) to the Assessments, including applicable interest thereon, as and when due and payable thereunder and (ii) provide that subsequent purchasers of such Assessed Property take their title subject thereto and expressly assume the terms and provisions of the Assessments levied and imposed on such Assessed Property; and (c) provide that the liens on the subject Assessed Property created by the levy and imposition of the Assessments are a first and prior lien on such Assessed Property, subject only to liens for ad valorem taxes of the State, the City, the independent school district, or other ad valorem taxing entities in whose jurisdiction the District is included.

ARTICLE III. CONSTRUCTION AND ACQUISITION OF IMPROVEMENTS

Section 3.01. Acquisition, Construction, and Dedication of Improvements

(a) Developer has constructed, shall construct, or cause the construction of, the Authorized Improvements and the other infrastructure improvements identified in the Service and Assessment Plan and the Development Agreement necessary to service the District (together, the "**Improvements**") utilizing commercially reasonable efforts and shall construct, or cause the construction of, the Improvements such that the Improvements shall be in a form that will allow the City or such other appropriate political subdivision, as applicable (any of the foregoing, an "**Applicable Entity**") to accept such Improvement in accordance with that Applicable Entity's standard regulations and procedures for acceptance of public improvements, generally, and the particular Improvements, specifically. Once the Developer begins construction of any Improvement or Segment thereof, Developer shall use commercially reasonable efforts to complete said Improvement or Segment within a commercially reasonable duration. Construction of an Improvement or Segment thereof shall include design, permitting, construction, installment, or improvement of the Improvement or Segment, as applicable.

(b) The Developer has or shall, prior to commencement of acquisition or construction efforts regarding an Improvement, (i) identify the Applicable Entity to whom such Improvement will be dedicated upon such Improvement's acquisition or completed construction, (ii) with respect to an Applicable Entity other than the City, determine the terms by which such Applicable Entity shall accept the dedication of Improvement(s) (written evidence of which the Developer shall deliver to the City prior to commencement of efforts that will result in acquisition or construction of the subject Improvement(s)), and (iii) deliver to the City, as applicable with respect to the subject Improvement, evidence of approval of the Applicable Entity to whom such Improvement will be dedicated of the plans and specifications pursuant to which such Improvements will be constructed, accompanied by any permits or governmental approvals that are necessary to complete such construction or acquisition and evidence of any and all payment and performance bonds and insurance policies related to any of the foregoing as required by the provisions of this Agreement.

Notwithstanding anything contained herein to the contrary, the City will not release any Available Sources of Payment for payment for the Actual Costs of the Authorized Improvements until the Developer has demonstrated to the City evidence of its compliance with this Section 3.01(b).

(c) Upon completion, the Developer will dedicate the Improvements identified in the Service and Assessment Plan to the Applicable Entity. Dedication of an Improvement to the Applicable Entity shall be accompanied by Developer's assignment to the Applicable Entity of all of the Developer's rights in any warranties, guarantees, maintenance obligations, or other evidences of contingent obligations of third persons with respect to such Improvement. The schedule on Exhibit "E" attached hereto describes the Improvements and to which Applicable Entity the Improvements shall or are expected to be dedicated. The Parties intend that each Applicable Entity will accept dedication of the specified Improvements after confirming that such Improvement(s) have been completed in accordance with this Agreement, the approved construction plans for such Improvements, and prudent and commercially reasonable engineering practices.

(d) The City's acceptance of those certain Improvements identified in Exhibit "E" shall be in accordance with the City standard rules and procedures for the acceptance of subdivision improvements, as modified by this Agreement (if at all) and subject to delivery to the City of a final Maintenance Agreement executed by both the City and the Association.

Section 3.02. Designation of Construction Manager, Construction Engineers

(a) The City hereby designates the Developer, or its Designated Successors and Assigns, as the Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of Authorized Improvements in accordance with the provisions of this Article III subject to the Applicable Entity's review and approval of design specifications and easement locations. The City acknowledges and agrees that (i) the Developer may choose to subcontract out the duties of Construction Manager to a third party and (ii) Developer's hiring of the initial subcontractor to serve as the Construction Manager shall not be deemed a change in the Construction Manager pursuant to the terms and conditions of this Article III.

(b) Inspection of the construction of Improvements shall be completed by a representative of the Applicable Entity to whom such Improvement(s) are to be dedicated or, as applicable (and specifically with respect to any Improvements to be dedicated to the Association, if any), a City representative.

(c) The Project Engineer is hereby the designated consulting engineers for the Improvements.

Section 3.03. Maintenance of Improvements, Warranties

(a) Unless otherwise provided for such responsibility to be assumed by or assigned to an acceptable third party, the Developer shall maintain each Improvement in good working order and safe condition until such Improvement is dedicated to and accepted by the Applicable Entity. Prior to such acceptance by the Applicable Entity, the Developer shall, at its cost, be responsible for performing any required maintenance on such Improvement.

(b) Except with respect to Association Maintenance Obligations (maintenance of which is addressed in Section 2.01(e) hereof), the Applicable Entity shall, upon written acceptance of an Improvement (and subject to any applicable maintenance-bond period), be responsible for all costs of operation and maintenance of such Improvement.

Section 3.04. Regulatory Requirements

(a) Notwithstanding anything to the contrary contained herein, the Developer shall be responsible for the costs of designing, constructing, and obtaining the Applicable Entity's acceptance of the Authorized Improvements, in accordance with applicable local, state, and federal regulations, Project plans and specifications (as approved by the Applicable Entity), and prudent and commercially reasonable engineering practices.

(b) The City agrees that it and its representatives will cooperate with the Developer, to the extent reasonably possible without detriment to proper engineering review, comment, and revision, on the review and approval of the engineering, design, plans, and specifications of all Authorized Improvements to be dedicated to the City submitted by the Developer. The Developer acknowledges that the City shall be the reviewing entity for certain applications and approvals.

(c) The Parties agree and acknowledge that Section 252.022(a)(9), as amended, Texas Local Government Code, which allows construction of the Authorized Improvements to be exempt from any municipal public bidding or other municipal purchasing and procurement policies for "paving drainage, street widening, and other public improvements, or related matters, if at least one third of the cost is paid by or through assessments levied on property that will benefit from the improvements" shall apply to the construction of Authorized Improvements.

Section 3.05. Additional Requirements for Authorized Improvements Funded with Assessment Revenues

The following additional requirements shall be applicable to all Authorized Improvements funded in accordance with the procedures set forth in this Agreement:

(a) At the time of effectiveness of this Agreement, the Project Engineer shall deliver to the City the Engineer's Opinion of Probable Cost, which the Developer shall use to certify to the City that the then-available amount of funding from the Available Sources of Payment, taking into account the costs of any then-constructed Authorized Improvements and the costs of Authorized Improvements construction of which has at such time commenced is sufficient to fund the full cost of design and construction of the Authorized Improvement or Segment.

(b) Prior to commencing construction of any Authorized Improvements, the Project Engineer shall review all plans and specifications, construction contract and related materials for the applicable Authorized Improvement and provide to the Developer an updated Engineer's Opinion of Probable Cost, upon which the Developer shall certify to the City, any other Applicable Entity to whom such Authorized Improvement(s) will be dedicated, and the Trustee that the then-available amount of funding from the Available Sources of Payment is sufficient to fund the full cost of design and construction of the applicable Authorized Improvement or Segment (exclusive of any construction management fees, which the Service and Assessment Plan says may be included as Actual Costs).

(c) The Construction Manager will maintain a quarterly updated accounting of funds disbursed, work progress, and remaining funding needed to complete each Authorized Improvement or Segment. Such accounting shall include a reconciliation of any un-advanced amounts from the Available Sources of Payment, as compared to the remaining costs to complete each applicable Authorized Improvement. The Construction Manager will provide such quarterly reports to the Developer, the City, the Administrator, and the Trustee.

(d) All change orders or cost increases for applicable Authorized Improvements must be approved by the Developer, the Construction Manager, and the City, to the extent any such change order is in excess of $100,000.00, or if such a change order, if approved, will cause the cumulative amount of change orders for all Authorized Improvement to exceed 15% of the originally budgeted amount for the Authorized Improvements; provided, however, that no change order (regardless of the amount) shall substantially change the character or nature of any Authorized Improvement. The Construction Manager shall provide copies of all approved change orders to the Administrator and Trustee within ten (10) days after approval.

(e) Any requirement by the City for the posting of a payment and performance bond or similar fiscal security shall be offset by any funds held by the Trustee in the Project Fund under the Trust Indenture.

ARTICLE IV. PAYMENT FOR AUTHORIZED IMPROVEMENTS

Section 4.01. Limited Sources of Payment

As provided in Sections 2.02(a), Actual Costs of Authorized Improvements are payable solely from the Available Sources of Payment; further, any City obligations to repay indebtedness evidenced by the Bonds, are subject to the actual or anticipated availability of Assessment Revenues pledged as security therefor. Unless specifically approved by the City Council, no other funds, revenues, taxes, or income of any kind shall be used to pay the obligations described above. No obligation arising hereunder or under an agreement hereunder referenced, under any circumstances shall give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than those specifically identified in this Section 4.01.

Notwithstanding any provision of this Agreement to the contrary, the City makes no warranty, either express or implied, that the Available Sources of Payment or the Assessment Revenues will be sufficient for their intended purposes; rather, the Parties understand that the Actual Cost of the Authorized Improvements may be greater than the Available Sources of Payment. The Parties hereby agree that the Developer shall bear one hundred percent (100%) of that portion of the Actual Costs of Authorized Improvements in excess of the proceeds of the Bonds available for such purpose (referred to elsewhere in this Agreement as Developer's Resources).

Section 4.02. Co-Developers

The Parties agree that the Developer may, upon delivery to the City of fifteen business days' prior written notice, enter into agreements with one or more real estate developers or residential builders (each other developer or builder, a "**Co-Developer**") to sell some or all of the Property or to develop all or a portion of the Property (which may result in the Co-Developer's acquisition or construction of certain Authorized Improvements in accordance with the provisions of this Agreement). The Developer may submit as Actual Costs for reimbursement such costs of acquiring or constructing Authorized Improvements paid by a Co-Developer and obtain reimbursement, on behalf of and for payment to such Co-Developer, for such Actual Costs.

Section 4.03. Payments for Authorized Improvements

(a) *General*. The following procedures set forth in this Section 4.03 shall apply to all Certifications for Payment from funds held by the Trustee or a private lender of the Developer's, if any, are accessed to pay Actual Costs of Authorized Improvements that are the subject of such payment request. These requirements are in addition to any conditions precedent specified in the Trust Indenture for the release of funds from a Project Fund.

(b) *Certifications for Payment*. Pursuant to the provisions of the Trust Indenture, the Developer shall be entitled to submit and receive draws (not to exceed one (1) per month) from funds held by the Trustee or a private lender of the Developer's, if any, based on the Actual Cost for completed Authorized Improvements or Segments thereof. Each draw request shall be comprised of a Certification for Payment, in substantially the form attached hereto as Exhibit "C", executed by the Project Engineer and Construction Manager, specifying that the identified work has been performed and the Actual Cost thereof and include the following:

(i) A bills paid affidavit from the contractor;

(ii) Copies of all supporting invoices with respect to such payment of Actual Costs to substantiate the draw request;

(iii) Waivers of liens for work on the applicable Authorized Improvements, or Segment thereof, through the date of the previous Certification for Payment and receipts for payment from the contractor and, if requested by the City, any subcontractors for the current Certification for Payment;

(iv) Written evidence of satisfaction of the requirements of Section 3.01(b);

(v) Identification of and amounts from the Available Source(s) of Payment from which the requested payment shall be made;

(vi) Written evidence that the Project Engineer has conducted a review, the results of which confirm that the subject Authorized Improvement was constructed in accordance with the plans and specifications therefor;

(vii) Written evidence from the Project Engineer verifying and approving the Actual Cost of such Authorized Improvements specified in the accompanying Certification for Payment; and

(viii) Certification from the Developer that, as of the date of such Certification for Payment, the representations and warranties herein made by the Developer remain true, accurate, and complete, that there then exists no default or event of default hereunder, and that the Developer is unaware of a fact, condition, or circumstance that could result, or with the passage of time will result, in a default or event of default hereunder.

(c) *Final Draw*. In addition to the requirements specified in Section 4.03(b), the following deliverables shall accompany a request for final payment of the Actual Costs of an Authorized Improvement:

(i) Written evidence of the Developer's assignment to the Applicable Entity of the warranties and guaranties, as and if applicable, for the subject Authorized Improvement; and

(ii) If the subject Authorized Improvement is to be dedicated to an Applicable Entity other than the City, evidence that the Applicable Entity will be accepting or has accepted the dedication of the Authorized Improvement.

(d) *Payment of Certifications for Payment*. Upon receipt of a completed Certification for Payment accompanied by the requisite deliverables identified in this Section 4.03, the City shall, within fifteen calendar days of its determination of receipt of a Certification for Payment that is compliant with the applicable provisions of this Agreement, execute the Certification for Payment evidencing its approval and (i) if such Certification for Payment is to be paid from the identified Available Source(s) of Payment, forward the same to the appropriate party (whether the Trustee or a private lender of the Developer's, if any) for payment.

(e) *Disapproval of Draw Request; Insufficiency of Available Sources of Payment*. If the City disapproves any Certification for Payment, the City shall provide a written explanation of the reasons for such disapproval so that the Developer may revise the Certification for Payment in accordance with the City's comments and resubmit for City approval. The City shall only disapprove a Certification for Payment in good faith for a material reason.

Notwithstanding anything to the contrary contained herein, if the quarterly reconciliation provided by the Construction Manager pursuant to Section 3.05(c) above for a particular Authorized Improvement shows that the Available Sources of Payment are insufficient to fund the remaining design and construction costs of that Authorized Improvement after taking into consideration any contingencies, the City shall not be obligated to authorize payments of funds exceeding the Available Sources of Payment for such Authorized Improvements (as provided in the Service and Assessment Plan) until such time as Developer provides evidence satisfactory to the City that Developer has or will provide funds, in addition to the Available Sources of Payment then-available for such purpose, in an amount sufficient to fully fund the remaining design and construction costs of that Authorized Improvement.

Section 4.04. Partial Reimbursement of Initial Developer Contribution

As of the date of this Agreement, the Developer has funded $______ in Actual Costs of Authorized Improvements from Developer Resources (the "**Improvement Area #1 Initial Developer Contribution**"), consisting of (i) $______ in Actual Costs of Improvement Area #1's allocable share of the Shared Improvements, and (ii) $______ in Actual Costs of Improvement Area #1 Improvements. Upon deposit of proceeds from the Improvement Area #1 Bonds to the various accounts of the Project Fund under the Indenture, (i) $______ of the amount initially deposited to Project Fund is immediately available to reimburse the Developer for those Actual Costs that comprise that portion of the Improvement Area #1 Initial Developer Contribution, as may be requested by the Developer. The balance of the Improvement Area #1 Initial Developer Contribution shall be considered a Developer equity contribution and remain unreimbursed.

At least 15 business days prior to the closing date of the Improvement Area #1 Bonds, Developer shall submit to the City, with respect to reimbursement for a portion of the Improvement Area #1 Initial Developer Contribution, a completed "**Certification for Payment**" in the form attached hereto as Exhibit "C" and, with respect to other Actual Costs of Authorized Improvements to be paid from proceeds of the Improvement Area #1 Bonds at closing thereof, a "**Closing Disbursement Request**", in the form attached hereto as Exhibit "D". The City shall sign the Certification for Payment and Closing Disbursement Request, respectively, and deliver said requests to the Trustee. Such amount owed to the Developer shall be transferred by the Trustee from the appropriate account of the Project Fund to the Developer or Developer's designee immediately succeeding the initial delivery of the Improvement Area #1 Bonds.

ARTICLE V. BONDS

Section 5.01. Bonds

(a) *Generally*. The City intends that the Actual Costs of Authorized Improvements will be paid from the Available Sources of Payment, which includes the proceeds of the Improvement Area #1 Bonds.

(b) *Bonds Issuance*. Concurrently with its entering into this Agreement, the City will adopt the Bond Ordinance. Future series of Bonds will be approved only by ordinance of the City Council at a public meeting compliant with the Texas Open Meetings Act.

(c) *City as Sole Issuer of Bonds; Limitation on Other Form of Indebtedness*. The Parties agree that the City shall, by ordinance of the City Council and pursuant to the terms of a Trust Indenture, be the sole issuer of Bonds. The Parties further agree that Bonds are the sole form of capital market or tax-exempt indebtedness whose primary or sole source of security or repayment, in whole or in part, is Assessment Revenues.

Section 5.02. Subsequent Bond Issuances

Other than Refunding Bonds, the City, for so long as Improvement Area #1 Bonds remain outstanding, shall not issue additional bonds secured by the Pledged Revenues. Refunding Bonds shall not be issued unless any prerequisites to the issuance of such Refunding Bonds established by the Trust Indenture are satisfied. Concurrently with the issuance of the Improvement Area #1 Bonds, the City will issue its Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project) (the "Improvement Area #2 Bonds"). The City additionally expects to issue one or more series of future bonds (collectively, "Future Improvement Area Bonds") to finance the cost of Authorized Improvements in the District, as the development proceeds. The Improvement Area #2 Bonds and the Future Improvement Area Bonds are not secured by the Pledged Revenues.

Section 5.03. Characteristics of All Bonds

(a) *Final Maturity*. No series of Bonds shall finally mature on a date that is later than the 35th anniversary of the date of its initial issuance or the date that is the 40th anniversary of the date of this Agreement.

(b) *Evidences of Legality*. No series of Bonds shall be issued unless:

(i) The statutory requirements established in the PID Act as conditions precedent to the issuance of obligations such as the Bonds have been satisfied;

(ii) The City shall receive at the time of issuance of a series of Bonds an opinion of nationally recognized bond counsel selected by the City stating in effect that the subject series of Bonds are legal and valid under Texas law and that all conditions to their issuance under State law have been satisfied; and

(iii) The City has received the approving opinion of the Attorney General of the State of Texas as required by the PID Act.

(c) *Method of Sale*. Bonds that do not carry an Investment Grade Rating shall be marketed and sold through negotiated sale to an approved third party with the cooperation and assistance of the Developer in all respects (particularly, the preparation of marketing documents, such as preliminary and final official statements, limited offering memoranda, or such other marketing and/or sales method mutually agreed upon by the City and the Developer); Bonds that do carry an Investment Grade Rating may be marketed and sold by either competitive or negotiated sale.

(d) *Denominations, Maturity, Interest, and Security*. Unless they carry an Investment Grade Rating, the Bonds (and any Bonds issued to refund other Bonds) shall be issued in the minimum denominations of $100,000 (and any integral multiples of $1,000 in excess thereof); Bonds carrying an Investment Rating may be issued or acquired in principal denominations of $1,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating. The Bonds shall mature and be pre-payable, bear interest, and be secured by and payable solely from the Bond Security, all to be as described and provided in the Trust Indenture.

Section 5.04. Bond Proceeds; Project Fund; Excess Funds

(a) *Generally*. Subject to the other terms and provisions of this Section 5.04, the final and adopted versions of the City ordinance authorizing the issuance of a series of Bonds and the related Trust Indenture (and all documents incorporated or approved therein) shall contain provisions relating to the withdrawal, application, and uses of the proceeds of the applicable series of Bonds when and as issued and delivered and otherwise contain such terms and provisions as are mutually approved by the City and the Developer.

(b) *Project Fund; Project Fund Disbursements*. The City hereby covenants and agrees that each Trust Indenture authorizing the issuance of Bonds to pay Actual Costs of Authorized Improvements will establish a Project Fund as a separate fund to be held by the Trustee under that Trust Indenture. The portion of the proceeds of the Bonds issued pursuant to such Trust Indenture to pay Actual Costs of Authorized Improvements and Bond Issuance Costs shall be deposited upon issuance into separate accounts within the Project Fund as described in the subject Trust Indenture.

Bond proceeds held in the various segregated accounts of the Project Fund will be advanced by the Trustee to fund the Actual Costs of Authorized Improvements upon receipt of a completed Certification for Payment, as further described in accordance with Section 4.03.

(c) *Excess Bond Proceeds*. If proceeds from Bonds are still available after all the Authorized Improvements identified in the initial Service and Assessment Plan are dedicated to and accepted by the Applicable Entity and all reimbursements owed to the Developer for Actual Costs of Authorized Improvements have been fully paid to the Developer, the remaining Bonds proceeds may be utilized to finance other Authorized Improvements within the District, if such additional Authorized Improvements are identified in an Annual Service Plan Update, and benefitting Assessed Property from whom the Assessment Revenues securing the repayment of such Bonds are received and for which reimbursements are not being received by the Developer from other public sources or to redeem Bonds, as provided in the Trust Indenture.

ARTICLE VI. REPRESENTATIONS AND WARRANTIES

Section 6.01. Representations and Warranties of City

The City makes the following representation and warranty for the benefit of the Developer: the City is a political subdivision of the State of Texas, duly organized and existing under the Constitution and general laws of the State, and has full legal right, power and authority under the PID Act and other applicable law (a) to enter into, execute and deliver this Agreement, (b) to adopt the Assessment Ordinance and the Bond Ordinance, and (c) to carry out and consummate the transactions contemplated by this Agreement.

Section 6.02. Representations, Warranties, and Covenants of Developer

The Developer makes the following representations, warranties and covenants for the benefit of the City:

(a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Texas and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Developer has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Developer;

(c) This Agreement is a valid and enforceable obligation of the Developer and is enforceable against the Developer in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles;

(d) Once it commences construction of an Authorized Improvement or Segment thereof, the Developer will use its reasonable and diligent efforts to do all things which may be lawfully required of it in order to cause such Segment of the Authorized Improvements to be completed in accordance with this Agreement;

(e) The Developer will not commit any act in, upon or to the Property or the Project in violation of any law, ordinance, rule, regulation, or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Property or the Project;

(f) The Developer (i) will not request payment from proceeds derived from the Bonds for any costs that are not Actual Costs of Authorized improvements and (ii) will diligently follow all procedures set forth in this Agreement with respect to Payment Requests; and

(g) For a period of two years after the date of acceptance by the Applicable Entity of the final Segment of the Authorized Improvements, the Developer will maintain proper books of record, which books will be maintained in accordance with sound accounting practices and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least 24 hours' notice, and account for the Authorized Improvements and all costs related thereto.

Section 6.03. Verification of Statutory Representations and Covenants

The Developer, for purposes of sections 2252.152, 2271.002, 2274.002, and 2276.002, Texas Government Code, as amended, hereby verifies that it and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

1) Do not boycott energy companies and will not boycott energy companies during the term of this Indenture. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code, as amended;

2) Do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association will not discriminate against a firearm entity or firearm trade association during the term of such Agreement. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code, as amended. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code, as amended;

3) Do not boycott Israel and will not boycott Israel during the term of this Indenture. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code, as amended; and

4) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization, are not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under section 2252.153 or section 2270.0201 of the Texas Government Code, as amended. "Affiliate" means any entity that controls, is controlled by, or is under common control with the company within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

Notwithstanding anything contained herein, the representations and covenants contained in this section shall survive termination of this Indenture until the statute of limitations has run.

Section 6.04. Form 1295

Developer has delivered the Certificate of Interested Parties Form 1295 ("**Form 1295"**) and certification of filing generated by the Texas Ethics Commission's electronic portal, signed by an authorized agent, prior to the execution of this Agreement by the City and Developer. Developer and the City understand that neither the City nor any City representative, consultant, or advisor have the ability to verify the information included in Form 1295, and none of the City or any City employee, official consultant, or advisor have an obligation, nor have undertaken any responsibility, for advising Developer with respect to the proper completion of Form 1295 other than providing the identification numbers required for the completion of Form 1295.

ARTICLE VII. DEFAULT AND REMEDIES

A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) calendar days of the receipt of such notice (or five (5) calendar days in the case of a monetary default). Upon a breach of this Agreement, the non-defaulting Party in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained (and/or an action for mandamus as and if appropriate). Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Article VII or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party. Notwithstanding any provision contained herein to the contrary, the Developer shall not be required to construct any portion of the Authorized Improvements (or take any other action related to or in furtherance of same) while the City is in default under this Agreement.

Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, but are not limited to, pending litigation, acts of God, war, acts of civil disobedience, widespread pestilence or disease, pandemic or epidemic, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a "force majeure" event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article.

ARTICLE VIII. GENERAL PROVISIONS

Section 8.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as any be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to City:	City of Eagle Pass, Texas Attn: City Manager 100 South Monroe Eagle Pass, Texas 78852
With a copy to:	Escamilla & Poneck, LLP Attn: Juan F. Aguilera 700 North St. Mary's Street, Suite 850 San Antonio, Texas 78205
If to Developer:	Empire Industrial Park, LLC Attn: Sonia Junfin 2076 North Veterans Boulevard, Suite D1 Eagle Pass, Texas 78852
With a copy to:	Winstead PC Attn: Dan Martinez 112 East Pecan Street, Suite 725 San Antonio, Texas 78205

Section 8.02. Fee Arrangement

(a) In addition to any Initial PID Costs paid by the Developer prior to the date hereof and the Improvement Area #1 Initial Developer Contribution, all fees of legal counsel related to the District's creation and the issuance of the applicable series of Bonds including fees for the preparation of customary bond documents and the obtaining of Attorney General approval for the series of Bonds, will be paid at closing from the proceeds of the applicable series of Bonds. It is hereby acknowledged and agreed that fees for the City's bond counsel, Trustee, Trustee's counsel, Administrator, Financial Advisor, Developer's counsel, the Developer's Special Assessment Consultant, the Underwriter, and Underwriter's counsel will be paid at the Issue Date of the applicable series of Bonds.

(b) Pursuant to a separate agreement, the City may contract with a third party to serve as the Administrator and to administer the District after closing of the Improvement Area #1 Bonds. The Annual Collection Costs and Delinquent Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts set forth in the Service and Assessment Plan. Annual Collection Costs and Delinquent Collection Costs collected and not expended for actual Annual Collection Costs and Delinquent Collection Costs incurred in a particular year shall be carried forward and applied to reduce Annual Collection Costs and Delinquent Collection Costs in subsequent years to avoid the over-collection of amounts to pay Annual Collection Costs and Delinquent Collection Costs.

Section 8.03. Assignment

(a) This Agreement and the rights and obligations of Developer hereunder may be assigned by Developer upon fifteen (15) calendar days prior written notice to City to (i) any entity which is the successor by merger or otherwise to all or substantially all of Developer's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (ii) any entity which may have acquired all of the outstanding stock or ownership of assets of Developer without the consent of the City, provided that the assignee assumes all of the obligations of Developer hereunder.

(b) For assignments not covered by (a) above, Developer may assign this Agreement from time to time to any party that (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development or financing agreement with the City (iii) has not, in the prior five years, been terminated under any contractual arrangement with the City or been barred from doing business with the City for cause, and (iv) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. Developer shall provide the City thirty (30) calendar days prior written notice of any such assignment. If the City has objections to such assignment satisfying the requirements described above, the City shall provide written notice of such objections to the Developer within ten (10) calendar days of receiving the assignment notice from Developer. Developer will not be released from its obligations under this Agreement if the City objects to the assignment as described above and such objections are not resolved by and between Developer and the City; provided, however, the City shall not unreasonably withhold Developer's release from its obligations under this Agreement.

(c) Upon any such assignment, Developer shall be deemed to be automatically released of any obligations under this Agreement.

(d) Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to City.

(e) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to its Designated Successors and Assigns.

(f) No conveyance, transfer, assignment, mortgage, pledge, or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a transfer for with the City has receive notice under Section 8.01 hereof.

Section 8.04. No Personal Liability

None of the City's elected or appointed officials or any of their or the City's respective officers, employees, consultants, or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

None of the Developer's members, officers, employees, consultants, or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

Section 8.05. Term of Agreement

This Agreement shall terminate on the date on which the City and Developer discharge all of their respective obligations hereunder. In the case of any termination of this Agreement and/or dissolution of the District, the obligation of any Party to pay any Project Costs expended prior to the termination of this

Agreement and/or dissolution of the District and remaining unpaid shall survive such termination and/or dissolution.

Section 8.06. Construction of Certain Terms

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(a) Words importing a gender do not exclude any other gender.

(b) Words importing the singular include the plural and vice versa.

(c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.

(d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.

(e) A reference to any Party includes, with respect to Developer, its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.

(f) All references in this Agreement to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to "Exhibits" are to the designated Exhibits to this Agreement.

(g) The words "herein," "hereof," "hereto," "hereby," "hereunder," and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.

(h) The words "including" and "includes," and words of similar import, are deemed to be followed by the phrase "without limitation."

(i) Unless the context otherwise requires, a reference to the "Property," the "Authorized Improvements," or the "District" is deemed to be followed by the phrase "or a portion thereof."

(j) Every "request," "order," "demand," "direction," "application," "appointment," "notice," "statement," "certificate," "consent," "approval, "waiver," "identification," or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Agreement.

Section 8.07. Table of Contents; Titles and Headings

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 8.08. Amendments

This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties.

Section 8.09. Time

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 8.10. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 8.11. Entire Agreement

This Agreement contains the entire agreement of the Parties.

Section 8.12. Severability; Waiver

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.13. Developer as Independent Contractor

In performing under this Agreement, it is mutually understood that the Developer is acting as an independent contractor, and not an agent of the City.

Section 8.14. Supplemental Agreements

Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are included in the Service and Assessment Plan, the Assessment and SAP Ordinance, the Bond Ordinance, and the Trust Indenture.

Section 8.15. Exhibits

The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit A	-	Definitions
Exhibit B	-	Property
Exhibit B-1	-	District Map
Exhibit C	-	Form of Certification for Payment
Exhibit D	-	Closing Disbursement Request
Exhibit E	-	Authorized Improvements and Applicable Entity to Whom Conveyed
Exhibit F	-	Form of Maintenance Agreement

*   *   *

CITY OF EAGLE PASS, TEXAS
a Texas political subdivision

By: ____

Name: ____

Title: ____

EMPIRE INDUSTRIAL PARK, LLC
a Texas limited liability company

By: ____

Name: ____

Title: ____

Exhibit "A"

DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined in the body above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below. Capitalized terms herein used without definition have the meaning ascribed thereto in the Service and Assessment Plan.

"Appraisal" means an appraisal of the Property (or such applicable portion thereof) prepared by an Appraiser.

"Appraiser" means a duly qualified, licensed appraiser in the State of Texas selected by the City to perform appraisal services relative to the District, initially being Integra Realty Resources - Dallas.

"Assessment Revenue" has the meaning ascribed thereto in the applicable Trust Indenture.

"Association" has the meaning ascribed thereto in the Maintenance Agreement.

"Association Maintenance Obligations" has the meaning ascribed thereto in the Maintenance Agreement.

"Bond Issuance Costs" means the costs associated with issuing Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of Bonds.

"Bond Security" means the funds that are to be pledged in or pursuant to the applicable Trust Indenture to the payment of the debt service requirements on the related series of Bonds, consisting of applicable Assessments Revenues, including earnings and income derived from the investment or deposit of such Assessments Revenues, in the special funds or accounts created and established in the applicable Trust Indenture for the payment of and pledged as security for such Bonds, unless such earnings are required to be deposited into a rebate fund for payment to the federal government.

"Bonds" has the meaning ascribed thereto in the applicable Trust Indenture.

"Bond Ordinance" means Ordinance No. _____ adopted by the City Council on November 4, 2025 authorizing the issuance of the Improvement Area #1 Bonds, as the initial series of Bonds.

"Certification for Payment" means the certificate in the form depicted on Exhibit "C" attached hereto.

"Construction Manager" means initially the Developer, and thereafter subject to change in accordance with Section 3.02(a) of this Agreement.

"City Resolution" means the Resolution No. _____ adopted by the City Council on November 4, 2025 authorizing the City's executing and entering into this Agreement.

"Designated Successors and Assigns" shall mean an entity described in Section 8.03(a) or (b) to whom Developer assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 8.03 related to all or a portion of the Property.

"Developer's Special Assessment Consultant" means DPFG, Inc., or its successors or assigns.

"Engineer's Opinion of Probable Cost" means an opinion of probable construction cost of an Authorized Improvement provided by the Project Engineer, made on the basis of information available thereto and on the basis of the Project Engineer's experience and qualifications and represents its judgment as an experienced and qualified engineer.

"Financial Advisor" means PFM Financial Advisors LLC.

"Improvement Area #1 Bonds" has the meaning ascribed thereto in the applicable Trust Indenture.

"Initial PID Costs" means costs incurred by the Developer in connection with the District's establishment and issuance of the Bonds, but not directly related to any Bond issuance.

"Investment Grade Rating" has the meaning ascribed thereto in the applicable Trust Indenture.

"Issue Date" means the date of the initial delivery of the applicable series of Bonds.

"Maintenance Agreement" means the agreement between the City and the Association, in the form attached hereto as Exhibit "F", pursuant to which the Association assumes responsibility for operating, maintaining, and repairing the Association Maintenance Obligations.

"Payment Request" means the process for the Developer's request for payment of Actual Costs of Authorized Improvements, whether by direct payment or through reimbursement, from Available Sources of Payment, as evidenced by Developer's submission of a Certification of Payment pursuant to Section 4.03 hereof.

"Pledged Revenues" has the meaning ascribed thereto in the applicable Trust Indenture.

"Project Costs" means, collectively, the Actual Costs of Authorized Improvements and any other costs of designing, acquiring, installing, or constructing any Improvements.

"Project Engineer" means the civil engineer or firm of civil engineers selected by the Developer to perform the duties set forth herein, which is initially Slay Engineering.

"Project Fund" means the separate and unique fund established by the City under such name under a Trust Indenture pursuant to which Bonds are issued to pay Actual Costs of Authorized Improvements.

"Refunding Bonds" has the meaning ascribed thereto in the applicable Trust Indenture.

"Segment" or "Segments" means the discrete portions of any Improvement.

"Service and Assessment Plan" means the Eagle Pass Public Improvement District No. 1 Service and Assessment Plan (as may be (and is in fact anticipated to be) supplemented, amended, or amended and restated from time to time), initially adopted by the City Council pursuant to Ordinance No. _____ thereby adopted on November 4, 2025, for the purpose of assessing allocated Actual Costs against property located within the boundaries of the District having terms, provisions and findings approved and agreed to by the Developer, as required by Article II of this Agreement.

"State" means the State of Texas.

"Trustee" means the trustee under the Trust Indenture, and any successor thereto permitted under the Trust Indenture and any other Trustee under a future Trust Indenture, including BOKF, NA, Dallas, Texas, as the trustee for the Bonds.

"Trust Indenture" means the Indenture of Trust pursuant to which the Bonds are issued.

"Underwriter" means the underwriter or syndicate of underwriters that purchases, in a negotiated sale, a series of Bonds. The Underwriter of the Improvement Area #1 Bonds is Jefferies LLC.

* * *

EXHIBIT “B”

PROPERTY

Exhibit “B-1”

District Map

Exhibit "C"

Form of Certification For Payment
Eagle Pass Public Improvement District No. 1 (Improvement Area #1 Project)

Certification No. ______

Empire Industrial Park, LLC ("**Construction Manager**") hereby requests payment (a) for the percentage of design costs completed (the "**Design Actual Costs**"), as further described in Attachment A-1 attached hereto and (b) of the Actual Cost of the work (the "**Construction Draw Actual Costs**"), as further described in Attachment A-2 attached hereto. Capitalized undefined terms shall have the meanings ascribed thereto in Eagle Pass Public Improvement District No. 1 (Improvement Area #1) Financing Agreement (the "**PID Financing Agreement**") among Empire Industrial Park, LLC (the "**Developer**") and the City of Eagle Pass, Texas (the "**City**") dated as of November 1, 2025 (but effective as of the date of initial delivery of the initial series of Bonds). In connection with this Certification for Payment, the undersigned, in his or her capacity as the _________________ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. The undersigned is an authorized representative of Construction Manager, is qualified to execute this request for payment on behalf of the Construction Manager and is knowledgeable as to the matters forth herein.

2. The true and correct (a) Design Actual Costs for which payment is requested, or has already been paid by Construction Manager, is set forth in Attachment A-1 and/or (b) Construction Draw Actual Costs for which payment is requested is set forth in Attachment A-2, and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.

3. The amount listed for the Authorized Improvements below is a true and accurate representation of the Actual Costs associated with the acquisition, or construction of those Authorized Improvements and such costs are in compliance with (a) the PID Financing Agreement, and (b) the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the PID Financing Agreement and the Service and Assessment Plan.

5. The Developer has timely paid all ad valorem taxes and Annual Installments of Assessments it owes, or that entity under common control with the Developer owes, located in Eagle Pass Public Improvement District No. 1 and has no outstanding delinquencies for such assessments.

6. The Developer has, in particular, complied with Section 3.01(b) of the PID Financing Agreement, as set forth therein. Namely, prior to the commencement of acquisition or construction efforts regarding the below Authorized Improvements, the Developer: (i) identified the City of Eagle Pass, Texas as the Applicable Entity (the "**Applicable Entity**") to whom such Authorized Improvements will be dedicated upon such Authorized Improvements' acquisition or completed construction, (ii) has, to the extent the Applicable Entity is one other than the City, determined the terms by which such Applicable Entity shall accept the dedication of the Authorized Improvements, and has provided the City, in connection therewith, with written evidence of such Applicable Entity's acceptable terms (such written terms being resubmitted to the City with the submission of this Certification for Payment), and (iii) has delivered to the City, as applicable with respect to the Authorized Improvements, evidence of approval of the Applicable Entity to

whom such Authorized Improvements will be dedicated of the plans and specifications pursuant to which such Authorized Improvements will be constructed, accompanied by any permits or governmental approvals that are necessary to complete such construction or acquisition and evidence of any and all payment and performance bonds and insurance policies related to any of the foregoing as required by the provisions of the PID Financing Agreement (such evidence being resubmitted to the City with the submission of this Certification for Payment).

7. The work with respect to the Authorized Improvements referenced below has been completed in accordance with the plans therefor, and the Applicable Entity to whom the Authorized Improvements will be dedicated has inspected the same. The design work described in Attachment A-1 has been completed in the percentages stated therein.

8. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for the Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements has been completed and the City has accepted such Authorized Improvements. One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees, and the like) may be paid prior to the City's acceptance of such Authorized Improvement.

9. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed (a) design work described in Attachment A-1 and/or (b) work on an Authorized Improvement described in Attachment A-2 has been paid in full for all work completed through the previous Certification for Payment.

10. Attached hereto as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the (a) Construction Draw Costs of each Authorized Improvement and/or (b) Design Costs for which payment is requested.

11. Any required lender consents or approvals are attached hereto as Attachment D.

12. The payment that is the subject of this Certificate shall be paid in the following indicated amount from the specified Project Fund account:

a. Bonds Proceeds: $______________

b. Project Fund: $______________

13. Payments previously requested and paid under prior Certifications for Payment are as follows:

Certification No.	Date Approved by City	Amount Requested	Amount Paid

14. [T[he portion of t]his payment request seeking reimbursement for the portion of the Improvement Area #1 Initial Developer Contribution that now remains unreimbursed is the result of all other Actual Costs of Authorized Improvements having heretofore been or hereunder being paid and excess Bond proceeds thereafter remaining (as permitted and in accordance with the provisions of the PID Financing Agreement).]

15. [WITH RESPECT TO REQUEST FOR FINAL DRAW FOR ACTUAL COSTS OF AUTHORIZED IMPROVEMENTS OR TO REQUEST USE OF EXCESS PROJECT FUND BALANCE FOR ADDITIONAL IMPROVEMENT AREA #1 INITIAL DEVELOPER CONTRIBUTION REIMBURSEMENT: The City and the Association have entered into and executed the Maintenance Agreement in satisfaction of the condition precedent identified in Section 2.01(e)(iii) of the PID Financing Agreement].

16. The Developer hereby certifies that, as of the date hereof: (i) the representations and warranties made by the Developer herein and in the PID Financing Agreement are and remain true, accurate and complete, (ii) there exists no default or event of default under the PID Financing Agreement, and (iii) the Developer is unaware of a fact, condition, or circumstance that could result, or with the passage of time will result, in a default or event of default under the PID Financing Agreement.

[Signature Page Follows]

I hereby declare that the above representations and warranties are true and correct.

EMPIRE INDUSTRIAL PARK, LLC
CONSTRUCTION MANAGER

By: ______________________________

Name: ______________________________

Title: ______________________________

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that (i) the Project Engineer has conducted a review, the result of which confirm that the subject Authorized Improvements were constructed in accordance with the plans and specifications therefor, and (ii) the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

____

By: ________________________________

Name: ______________________________

Title: ______________________________

ATTACHMENT A-1
TO CERTIFICATION FOR PAYMENT FORM NO. ____
(DESIGN ACTUAL COSTS)

Segment	Description of Work Completed under this Certification for Payment	Costs

<u>ATTACHMENT A-2</u>
TO CERTIFICATION FOR PAYMENT FORM NO. ____
(CONSTRUCTION DRAW ACTUAL COSTS)

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Costs</u>

<u>ATTACHMENT B</u> TO CERTIFICATION FOR PAYMENT FORM NO. _____

[***Include Attachment B bracketed if final progress payment for such Authorized Improvement***]

[bills paid affidavit and release of liens - attached]

<u>ATTACHMENT C</u> TO CERTIFICATION FOR PAYMENT FORM NO. ___

INVOICE LEDGER

Invoice Ledger Entity: Project: ______________________ Public Improvement District No. 1								
Certification of Payment Form No. ____	**Date**	**Vendor**	**Invoice #**	**Invoice Amount**	**Requested Amount**	**Approved Amount**	**Budget Sub-Category**	**Budget Description**

[INVOICES AND/OR RECEIPTS - ATTACHED]

<u>ATTACHMENT D</u> TO CERTIFICATION FOR PAYMENT FORM NO. _____

[lender consents or approvals - attached]

Exhibit "D"

CLOSING DISBURSEMENT REQUEST

The undersigned is a lawfully authorized representative for Empire Industrial Park, LLC (the "**Developer**") and requests payment from the Costs of Issuance Account of the Project Fund (as defined in Eagle Pass Public Improvement District No. 1 (Improvement Area #1) Financing Agreement) from BOKF, NA, Dallas, Texas (the "**Bond Trustee**") in the amount of ________________________________ ($______________) to be transferred from the Cost of Issuance Account of the Project Fund upon the delivery of the City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project) (the "**Bonds**") for costs incurred relating to the issuance and sale of the Bonds for the Eagle Pass Public Improvement District No. 1 (the "**District**"), as follows.

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced costs of issuance at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below itemized costs is a true and accurate representation of the costs of issuance incurred by Developer at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan. The itemized costs are as follows:

[insert itemized list of costs here]

TOTAL REQUESTED: $______________

4. The Developer is in compliance with the terms and provisions of the Eagle Pass Public Improvement District No. 1 (Improvement Area #1) Financing Agreement, the Trust Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Trust Indenture for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete its review.

Payments requested hereunder shall be made as directed below:

[Information regarding Payee, amount, and deposit instructions]

I hereby declare that the above representations and warranties are true and correct.

EMPIRE INDUSTRIAL PARK, LLC
A Texas limited liability company

By: __________________________________

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the Certificate submitted to the Bond Trustee directing payments to be made from Costs Issuance Account of the Project Fund upon delivery of the Bonds.

CITY OF EAGLE PASS, TEXAS

By: ______________________________________

Name: ______________________________________

Title: ______________________________________

Date: _________________

EXHIBIT "E"
AUTHORIZED IMPROVEMENTS AND APPLICABLE ENTITY TO WHOM CONVEYED

General Description of Authorized Improvement	Entity to which Authorized Improvement will be conveyed or dedicated
Water and Sewer	City
Drainage Improvements	City
Road Improvements	City

EXHIBIT "F"
FORM OF MAINTENANCE AGREEMENT

EXHIBIT B-2

FORM OF FINANCING AGREEMENT FOR IMPROVEMENT AREA #2

EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1
(IMPROVEMENT AREA #2)
FINANCING AGREEMENT

AMONG

EMPIRE INDUSTRIAL PARK, LLC

AND

THE CITY OF EAGLE PASS, TEXAS

TABLE OF CONTENTS

EAGLE PASS PUBLIC IMPROVEMENT DISTRICT NO. 1
(IMPROVEMENT AREA #2)
FINANCING AGREEMENT

This Eagle Pass Public Improvement District No. 1 (Improvement Area #2) Financing Agreement (this "**Agreement**"), dated as of November 1, 2025 (but effective as the date of initial delivery of the Improvement Area #2 Bonds (anticipated to occur on December 4, 2025); such effective date, the "**Effective Date**"), is entered into by and among Empire Industrial Park, LLC, a Texas limited liability company as assignee of the initial developer under the Development Agreement (hereinafter defined) (including its Designated Successors and Assigns, the "**Developer**"), and the City of Eagle Pass, Texas (the "**City**"), a political subdivision of the State of Texas acting by and through its City Council (the "**City Council**"). The Developer and the City are individually herein referred to as a "**Party**" and, together, as the "**Parties**." Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Service and Assessment Plan or in Exhibit "A" attached hereto and made a part hereof.

Recitals:

WHEREAS, the Developer intends to develop approximately 37.81 acres of land more particularly described on Exhibit "B" attached hereto and made a part hereof (the "**Property**"), as industrial property and other compatible uses (the "**Project**");

WHEREAS, in reliance upon and subject to the Developer's Project development commitments being appropriately memorialized, the City Council authorized the formation of the Eagle Pass Public Improvement District No. 1 (the "**District**") by adoption of Resolution No. 2023-54R on November 7, 2023 (the "**Creation Resolution**"), for the purpose of imposing Assessments upon Assessed Property to finance Actual Costs of Authorized Improvements located within or beyond District boundaries essential to Project development, all in accordance with the Chapter 372 of the Texas Local Government Code (the "**PID Act**");

WHEREAS, as of the date hereof, the City Council has adopted (i) the City Resolution, (ii) the Assessment Ordinance; and (iii) the Bond Ordinance;

WHEREAS, the Parties intend that the Project Costs will be satisfied from the sources and in the amounts identified in the Service and Assessment Plan;

WHEREAS, the City has determined that it is in the best interests of it and its residents to contract with the Developer for the acquisition, construction, and financing of the Authorized Improvements, which the City hereby finds and determines will result in the efficient and effective implementation of the Service and Assessment Plan; and

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

ARTICLE I. SCOPE OF AGREEMENT

This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Assessed Property (Article II); the construction and acquisition of Authorized Improvements (Article III); advancement and/or reimbursement of construction or acquisition funds for, and provision for acquisition, construction, ownership and maintenance of, Authorized Improvements (Article IV); and the issuance of Bonds for the financing of certain Actual Costs of Authorized Improvements (Article V). This Agreement also provides for Party representations and warranties (Article

VI), Party default and remedies in the event of default (Article VII), and general contract provisions (Article VIII).

ARTICLE II. APPORTIONMENT, LEVY, COLLECTION, AND USE OF ASSESSMENTS

Section 2.01. Preliminary Matters

(a) *District Formation; Boundaries*. On November 7, 2023, the City formed the District by adoption of the Creation Resolution. The boundaries of the Property are wholly withing the District's boundaries.

(b) *Service and Assessment Plan*. The Developer acknowledges and agrees that the Service and Assessment Plan, which (among other things) describes Project development, timing and amount of Assessments, issuance of the Improvement Area #2 Bonds, methodology for payment of the costs of acquiring, constructing, installing and (as applicable) maintaining Authorized Improvements and payment of other Actual Costs of Authorized Improvements, must meet the requirements of Sections 372.013-.014, as amended, Texas Local Government Code, and be presented to the City Council for review and approval prior to issuance of a series of Bonds. The Service and Assessment Plan, which encompasses issuance of the Improvement Area #2 Bonds and the City's adoption of the Assessment Ordinance, will (as required by the PID Act) be updated and amended by the Administrator at least once per year and submitted to the City Council for review and approval.

(c) *Assessments*

(i) Assessments will be levied and imposed on Assessed Property, and adjustments to such Assessments (as and if necessary) will be made, in accordance with the terms of this Agreement, the Service and Assessment Plan, and the PID Act, respectively. Assessments will bear a direct proportional relationship to and be less than or equal to the special benefit of the Authorized Improvements whose Actual Costs are paid from Assessment Revenues attributable to such Assessments.

(ii) The Parties anticipate that, pursuant to an Assessment Ordinance, Assessments will be assessed on the Assessed Property within the District for the payment of Actual Costs of Authorized Improvements. The Assessments on Assessed Property within the District that are imposed pursuant to an Assessment Ordinance will be pledged as security for and are the sole source of payment of the Improvement Area #2 Bonds, as provided in the Trust Indenture pursuant to which the Improvement Area #2 Bonds are issued.

(d) *Owners' Association*.

(i) The Developer will promptly (but not later than by the time of recordation of the final plat relating to the Project) create an Association for the Project and shall establish bylaws, rules, regulations, and restrictive covenants (collectively the "**Association Regulations**") to assure the Association assumes the maintenance responsibilities for the Association Maintenance Obligations pursuant to the Maintenance Agreement.

(ii) The Association shall have binding, continuing responsibility for the maintenance, repair, and operation of the Association Maintenance Obligations pursuant to the Maintenance Agreement. The Association Regulations shall establish periodic Association dues and assessments, to be charged and paid by the lot owners within the portion of the Project subject to such Association that are and will be sufficient to (1) pay the Associations' Annual Installments of the Assessments thereon imposed, if any, (2) maintain (including provision by annual reservation for periodic major maintenance and capital repair and replacement), pursuant to the Maintenance Agreement, the Association Maintenance Obligations, (3) in addition, and to the extent not already covered by the provisions of the Maintenance Agreement, provide authorized services, including but not limited to maintaining public areas within the District, and (4) provide funds required for the management and operation of the Association.

(iii) The Parties anticipate that, immediately after creation of the Association, the City and the Association shall enter into the Maintenance Agreement, wherein the Association agrees to operate, maintain, and repair the Association Maintenance Obligations in accordance with the standards therein set forth. The Developer hereby covenants and agrees to cause the Association to enter into the Maintenance Agreement when and as herein described. The City and the Association having entered into and fully executed the Maintenance Agreement shall represent a condition precedent to the Developer's receipt of a reimbursement from the Project Fund for payment of Actual Costs of Authorized Improvements.

(iv) The Owners' Association dues and assessments required to be established, maintained, and collected by the Owners' Association pursuant to this Agreement shall be in addition to, and not in lieu of, any and all other fees, charges, and Assessments that will be applicable to any Assessed Property.

Section 2.02. Payment for Authorized Improvements

(a) *General*. As further described in Article IV, the Parties anticipate that the Actual Costs of Authorized Improvements shall be paid (i) from the proceeds the Improvement Area #2 Bonds, (ii) Assessment Revenues, and (iii) by the Developer from its private sources (including equity investment and the proceeds of a private loan payable from and obtained by its own resources; such private Developer contributions and their sources, the "**Developer Resources**"; the proceeds of Improvement Area #2 Bonds, the Assessment Revenues, and the Developer Resources, together, the "**Available Sources of Payment**" and, individually, an "**Available Source of Payment**"). The City may also use TIRZ Revenues (defined herein) to satisfy the obligations described herein.

(b) *Bonds*. The Service and Assessment Plan contemplates the issuance of the Improvement Area #2 Bonds.

(i) In connection with the issuance of such series of Bonds, the City Council will adopt an Assessment Ordinance. The Assessment Ordinance will include an assessment of Improvement Area #2 to provide funds to pay (1) the Actual Costs of the Improvement Area #2 Improvements (collectively referred to in the Service and Assessment Plan as the Improvement Area #2 Authorized Improvements).

(ii) Proceeds of the Improvement Area #2 Bonds to fund Actual Costs of Authorized Improvements shall, upon initial delivery, be deposited to the Project Fund, for further deposit to any accounts or subaccounts therein established and maintained, and released from time to time in accordance with the applicable provisions of the Trust Indenture pursuant to which the Improvement Area #2 Bonds are issued and subject to satisfaction of the conditions precedent specified in Section 4.03 hereof. Upon any such deposit amounts held in a Project Fund are available for use as an Available Source of Payment.

(iii) Assessment Revenues shall be the sole source of security for and repayment of any Bonds; provided, however, the City may use other funds (including funds from the Tax

Increment Reinvestment Zone Number One, City of Eagle Pass (the "**TIRZ Revenues**") established upon the Property) to satisfy these obligations.

(iv) **THE PARTIES EXPRESSLY AGREE THAT THE IMPROVEMENT AREA #2 BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE CITY SECURED SOLELY BY THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER, AND TO THE EXTENT PROVIDED IN, THE APPLICABLE TRUST INDENTURE. THE IMPROVEMENT AREA #2 BONDS DO NOT AND SHALL NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE ONLY SECURED FROM THE SOURCES IDENTIFIED IN SUCH TRUST INDENTURE. EACH TRUST INDENTURE PROVIDES THAT THE OWNERS OF IMPROVEMENT AREA #2 BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES IDENTIFIED IN, AND OTHER FUNDS HELD UNDER, SUCH TRUST INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF THE IMPROVEMENT AREA #2 BONDS TO PAY SUCH BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES THEREFOR**.

(c) *Use of Available Sources of Payment*. The Service and Assessment Plan identifies the Available Sources of Payment for payment of the Actual Costs of Authorized Improvements. To the extent the Service and Assessment Plan identifies multiple Available Sources of Payment for the same Actual Costs of Authorized Improvements, the payment of such Actual Costs from Available Sources of Payment shall be made, to the extent of availability, from either proceeds of Improvement Area #2 Bonds, the Assessment Revenues, or the Developer Resources, or some combination of the three.

(d) *Initial and Future Developer Responsibilities*. As a condition to the City's issuance of Improvement Area #2 Bonds, the Developer is obligated to pay from Developer Resources (and which the Developer hereby agrees to pay from Developer Resources) the Actual Costs of Authorized Improvements not funded with proceeds of Improvement Area #2 Bonds and other Project Costs. Initially, and with respect to the development of Improvement Area #2 and the issuance of the Improvement Area #2 Bonds, the Developer hereby agrees to pay from Developer Resources, after application of the proceeds of the Improvement Area #2 Bonds to pay the Actual Costs of Improvement Area #2 Authorized Improvements, the remaining Actual Costs of the Improvement Area #2 Authorized Improvements, and any Project Costs in addition to the Actual Costs of such Improvement Area #2 Authorized Improvements, respectively.

(e) *Use of Developer Resources*. To the extent of expected recovery of a portion of expended Developer Resources from the proceeds of future series of bonds, if any, as the same is reflected in an update to the Service and Assessment Plan, such recovery is subject to the issuance of a future series of bonds for such purpose, but no guaranty is made that any such issuance will occur or that the resultant proceeds therefrom will be adequate for such purpose. Further, completion of Authorized Improvements in the District will likely require some contribution of Developer Resources that will not be recoverable from the proceeds of bonds or excess and otherwise available Assessments Revenues. The Developer will nevertheless be required to fund these improvements with Developer Resources, as provided in one or more updates to the Service and Assessment Plan.

Section 2.03. Collection of Assessments

(a) The City shall collect the Assessments in a manner that is consistent with the City's policies and standard practices applicable to the collection of City ad valorem taxes. In furtherance of the foregoing, the City covenants and agrees that it shall, as authorized by the PID Act and other applicable law, contract with or otherwise agree with the Maverick County Tax Assessor-Collector's Office to provide that (i) Assessments that have been levied and imposed as described in Section 2.01(d)(i) hereof be continuously collected and (ii) that the Assessments will be included on the ad valorem tax bill(s) for the owners of Assessed Property and collected as part of and in the same manner as ad valorem taxes.

(b) The City covenants and agrees that, to the extent permitted by applicable law, it will not permit a reduction, abatement, or exemption in the Assessments due on any portion of any Assessed Property within the District until the first to occur of the following: (i) the Assessments have been repaid in full or (ii) all series of Bonds related to such Assessments are no longer outstanding (whether as a result of payment in full, defeasance or otherwise).

(c) Notwithstanding anything to the contrary contained herein or in the Service and Assessment Plan, if Bonds are issued, the Assessment Revenues related to the Assessments securing such series of Bonds, annually collected under this Agreement and pursuant to an Assessment Ordinance shall, upon collection, be deposited with the Trustee for further deposit thereby to the various accounts as established and specified in the applicable Trust Indenture. This provision shall only remain effective for so long as the Bonds issued under such Trust Indenture are outstanding.

Section 2.04. Approval and Recordation of Assessments through Landowner Agreement

Concurrently with the adoption of an Assessment Ordinance, the Developer shall execute (and shall cause any other non-homeowner owner of any of the Assessed Property or other property in the District contemplated under the Service and Assessment Plan to be Assessed Property) a "**Landowner Agreement**" (herein so called and defined) covering District parcels subject to Assessments pursuant to and under the applicable Assessment Ordinance.

The Landowner Agreement shall (a) include approval and acceptance of each owner of Assessed Property of the apportionment of Assessments in the Service and Assessment Plan contemplated therein initially and at any time in the future, and the City's levy and imposition of the Assessments on such Assessed Property; (b) evidence of Developer's intent that, with respect to such Assessed Property, the Assessments be "covenants running with the land" that (i) bind the Developer (which, by definition, includes its Designated Successors and Assigns) to the Assessments, including applicable interest thereon, as and when due and payable thereunder and (ii) provide that subsequent purchasers of such Assessed Property take their title subject thereto and expressly assume the terms and provisions of the Assessments levied and imposed on such Assessed Property; and (c) provide that the liens on the subject Assessed Property created by the levy and imposition of the Assessments are a first and prior lien on such Assessed Property, subject only to liens for ad valorem taxes of the State, the City, the independent school district, or other ad valorem taxing entities in whose jurisdiction the District is included.

ARTICLE III. CONSTRUCTION AND ACQUISITION OF IMPROVEMENTS

Section 3.01. Acquisition, Construction, and Dedication of Improvements

(a) Developer has constructed, shall construct, or cause the construction of, the Authorized Improvements and the other infrastructure improvements identified in the Service and Assessment Plan and the Development Agreement necessary to service the District (together, the "**Improvements**") utilizing commercially reasonable efforts and shall construct, or cause the construction of, the Improvements such that the Improvements shall be in a form that will allow the City or such other appropriate political subdivision, as applicable (any of the foregoing, an "**Applicable Entity**") to accept such Improvement in accordance with that Applicable Entity's standard regulations and procedures for acceptance of public improvements, generally, and the particular Improvements, specifically. Once the Developer begins construction of any Improvement or Segment thereof, Developer shall use commercially reasonable efforts to complete said Improvement or Segment within a commercially reasonable duration. Construction of an Improvement or Segment thereof shall include design, permitting, construction, installment, or improvement of the Improvement or Segment, as applicable.

(b) The Developer has or shall, prior to commencement of acquisition or construction efforts regarding an Improvement, (i) identify the Applicable Entity to whom such Improvement will be dedicated upon such Improvement's acquisition or completed construction, (ii) with respect to an Applicable Entity other than the City, determine the terms by which such Applicable Entity shall accept the dedication of Improvement(s) (written evidence of which the Developer shall deliver to the City prior to commencement of efforts that will result in acquisition or construction of the subject Improvement(s)), and (iii) deliver to the City, as applicable with respect to the subject Improvement, evidence of approval of the Applicable Entity to whom such Improvement will be dedicated of the plans and specifications pursuant to which such Improvements will be constructed, accompanied by any permits or governmental approvals that are necessary to complete such construction or acquisition and evidence of any and all payment and performance bonds and insurance policies related to any of the foregoing as required by the provisions of this Agreement.

Notwithstanding anything contained herein to the contrary, the City will not release any Available Sources of Payment for payment for the Actual Costs of the Authorized Improvements until the Developer has demonstrated to the City evidence of its compliance with this Section 3.01(b).

(c) Upon completion, the Developer will dedicate the Improvements identified in the Service and Assessment Plan to the Applicable Entity. Dedication of an Improvement to the Applicable Entity shall be accompanied by Developer's assignment to the Applicable Entity of all of the Developer's rights in any warranties, guarantees, maintenance obligations, or other evidences of contingent obligations of third persons with respect to such Improvement. The schedule on Exhibit "E" attached hereto describes the Improvements and to which Applicable Entity the Improvements shall or are expected to be dedicated. The Parties intend that each Applicable Entity will accept dedication of the specified Improvements after confirming that such Improvement(s) have been completed in accordance with this Agreement, the approved construction plans for such Improvements, and prudent and commercially reasonable engineering practices.

(d) The City's acceptance of those certain Improvements identified in Exhibit "E" shall be in accordance with the City standard rules and procedures for the acceptance of subdivision improvements, as modified by this Agreement (if at all) and subject to delivery to the City of a final Maintenance Agreement executed by both the City and the Association.

Section 3.02. Designation of Construction Manager, Construction Engineers

(a) The City hereby designates the Developer, or its Designated Successors and Assigns, as the Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of Authorized Improvements in accordance with the provisions of this Article III subject to the Applicable Entity's review and approval of design specifications and easement locations. The City acknowledges and agrees that (i) the Developer may choose to subcontract out the duties of Construction Manager to a third party and (ii) Developer's hiring of the initial subcontractor to serve as the Construction Manager shall not be deemed a change in the Construction Manager pursuant to the terms and conditions of this Article III.

(b) Inspection of the construction of Improvements shall be completed by a representative of the Applicable Entity to whom such Improvement(s) are to be dedicated or, as applicable (and specifically with respect to any Improvements to be dedicated to the Association, if any), a City representative.

(c) The Project Engineer is hereby the designated consulting engineers for the Improvements.

Section 3.03. Maintenance of Improvements, Warranties

(a) Unless otherwise provided for such responsibility to be assumed by or assigned to an acceptable third party, the Developer shall maintain each Improvement in good working order and safe condition until such Improvement is dedicated to and accepted by the Applicable Entity. Prior to such acceptance by the Applicable Entity, the Developer shall, at its cost, be responsible for performing any required maintenance on such Improvement.

(b) Except with respect to Association Maintenance Obligations (maintenance of which is addressed in Section 2.01(e) hereof), the Applicable Entity shall, upon written acceptance of an Improvement (and subject to any applicable maintenance-bond period), be responsible for all costs of operation and maintenance of such Improvement.

Section 3.04. Regulatory Requirements

(a) Notwithstanding anything to the contrary contained herein, the Developer shall be responsible for the costs of designing, constructing, and obtaining the Applicable Entity's acceptance of the Authorized Improvements, in accordance with applicable local, state, and federal regulations, Project plans and specifications (as approved by the Applicable Entity), and prudent and commercially reasonable engineering practices.

(b) The City agrees that it and its representatives will cooperate with the Developer, to the extent reasonably possible without detriment to proper engineering review, comment, and revision, on the review and approval of the engineering, design, plans, and specifications of all Authorized Improvements to be dedicated to the City submitted by the Developer. The Developer acknowledges that the City shall be the reviewing entity for certain applications and approvals.

(c) The Parties agree and acknowledge that Section 252.022(a)(9), as amended, Texas Local Government Code, which allows construction of the Authorized Improvements to be exempt from any municipal public bidding or other municipal purchasing and procurement policies for "paving drainage, street widening, and other public improvements, or related matters, if at least one third of the cost is paid by or through assessments levied on property that will benefit from the improvements" shall apply to the construction of Authorized Improvements.

Section 3.05. Additional Requirements for Authorized Improvements Funded with Assessment Revenues

The following additional requirements shall be applicable to all Authorized Improvements funded in accordance with the procedures set forth in this Agreement:

(a) At the time of effectiveness of this Agreement, the Project Engineer shall deliver to the City the Engineer's Opinion of Probable Cost, which the Developer shall use to certify to the City that the then-available amount of funding from the Available Sources of Payment, taking into account the costs of any then-constructed Authorized Improvements and the costs of Authorized Improvements construction of which has at such time commenced is sufficient to fund the full cost of design and construction of the Authorized Improvement or Segment.

(b) Prior to commencing construction of any Authorized Improvements, the Project Engineer shall review all plans and specifications, construction contract and related materials for the applicable Authorized Improvement and provide to the Developer an updated Engineer's Opinion of Probable Cost, upon which the Developer shall certify to the City, any other Applicable Entity to whom such Authorized Improvement(s) will be dedicated, and the Trustee that the then-available amount of funding from the Available Sources of Payment is sufficient to fund the full cost of design and construction of the applicable Authorized Improvement or Segment (exclusive of any construction management fees, which the Service and Assessment Plan says may be included as Actual Costs).

(c) The Construction Manager will maintain a quarterly updated accounting of funds disbursed, work progress, and remaining funding needed to complete each Authorized Improvement or Segment. Such accounting shall include a reconciliation of any un-advanced amounts from the Available Sources of Payment, as compared to the remaining costs to complete each applicable Authorized Improvement. The Construction Manager will provide such quarterly reports to the Developer, the City, the Administrator, and the Trustee.

(d) All change orders or cost increases for applicable Authorized Improvements must be approved by the Developer, the Construction Manager, and the City, to the extent any such change order is in excess of $100,000.00, or if such a change order, if approved, will cause the cumulative amount of change orders for all Authorized Improvement to exceed 15% of the originally budgeted amount for the Authorized Improvements; provided, however, that no change order (regardless of the amount) shall substantially change the character or nature of any Authorized Improvement. The Construction Manager shall provide copies of all approved change orders to the Administrator and Trustee within ten (10) days after approval.

(e) Any requirement by the City for the posting of a payment and performance bond or similar fiscal security shall be offset by any funds held by the Trustee in the Project Fund under the Trust Indenture.

ARTICLE IV. PAYMENT FOR AUTHORIZED IMPROVEMENTS

Section 4.01. Limited Sources of Payment

As provided in Sections 2.02(a), Actual Costs of Authorized Improvements are payable solely from the Available Sources of Payment; further, any City obligations to repay indebtedness evidenced by the Bonds, are subject to the actual or anticipated availability of Assessment Revenues pledged as security therefor. Unless specifically approved by the City Council, no other funds, revenues, taxes, or income of any kind shall be used to pay the obligations described above. No obligation arising hereunder or under an agreement hereunder referenced, under any circumstances shall give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than those specifically identified in this Section 4.01.

Notwithstanding any provision of this Agreement to the contrary, the City makes no warranty, either express or implied, that the Available Sources of Payment or the Assessment Revenues will be sufficient for their intended purposes; rather, the Parties understand that the Actual Cost of the Authorized Improvements may be greater than the Available Sources of Payment. The Parties hereby agree that the Developer shall bear one hundred percent (100%) of that portion of the Actual Costs of Authorized

Improvements in excess of the proceeds of the Bonds available for such purpose (referred to elsewhere in this Agreement as Developer's Resources).

Section 4.02. Co-Developers

The Parties agree that the Developer may, upon delivery to the City of fifteen business days' prior written notice, enter into agreements with one or more real estate developers or residential builders (each other developer or builder, a "**Co-Developer**") to sell some or all of the Property or to develop all or a portion of the Property (which may result in the Co-Developer's acquisition or construction of certain Authorized Improvements in accordance with the provisions of this Agreement). The Developer may submit as Actual Costs for reimbursement such costs of acquiring or constructing Authorized Improvements paid by a Co-Developer and obtain reimbursement, on behalf of and for payment to such Co-Developer, for such Actual Costs.

Section 4.03. Payments for Authorized Improvements

(a) *General*. The following procedures set forth in this Section 4.03 shall apply to all Certifications for Payment from funds held by the Trustee or a private lender of the Developer's, if any, are accessed to pay Actual Costs of Authorized Improvements that are the subject of such payment request. These requirements are in addition to any conditions precedent specified in the Trust Indenture for the release of funds from a Project Fund.

(b) *Certifications for Payment*. Pursuant to the provisions of the Trust Indenture, the Developer shall be entitled to submit and receive draws (not to exceed one (1) per month) from funds held by the Trustee or a private lender of the Developer's, if any, based on the Actual Cost for completed Authorized Improvements or Segments thereof. Each draw request shall be comprised of a Certification for Payment, in substantially the form attached hereto as <u>Exhibit "C"</u>, executed by the Project Engineer and Construction Manager, specifying that the identified work has been performed and the Actual Cost thereof and include the following:

(i) A bills paid affidavit from the contractor;

(ii) Copies of all supporting invoices with respect to such payment of Actual Costs to substantiate the draw request;

(iii) Waivers of liens for work on the applicable Authorized Improvements, or Segment thereof, through the date of the previous Certification for Payment and receipts for payment from the contractor and, if requested by the City, any subcontractors for the current Certification for Payment;

(iv) Written evidence of satisfaction of the requirements of Section 3.01(b);

(v) Identification of and amounts from the Available Source(s) of Payment from which the requested payment shall be made;

(vi) Written evidence that the Project Engineer has conducted a review, the results of which confirm that the subject Authorized Improvement was constructed in accordance with the plans and specifications therefor;

(vii) Written evidence from the Project Engineer verifying and approving the Actual Cost of such Authorized Improvements specified in the accompanying Certification for Payment; and

(viii) Certification from the Developer that, as of the date of such Certification for Payment, the representations and warranties herein made by the Developer remain true, accurate, and complete, that there then exists no default or event of default hereunder, and that the Developer is unaware of a fact, condition, or circumstance that could result, or with the passage of time will result, in a default or event of default hereunder.

(c) *Final Draw*. In addition to the requirements specified in Section 4.03(b), the following deliverables shall accompany a request for final payment of the Actual Costs of an Authorized Improvement:

(i) Written evidence of the Developer's assignment to the Applicable Entity of the warranties and guaranties, as and if applicable, for the subject Authorized Improvement; and

(ii) If the subject Authorized Improvement is to be dedicated to an Applicable Entity other than the City, evidence that the Applicable Entity will be accepting or has accepted the dedication of the Authorized Improvement.

(d) *Payment of Certifications for Payment*. Upon receipt of a completed Certification for Payment accompanied by the requisite deliverables identified in this Section 4.03, the City shall, within fifteen calendar days of its determination of receipt of a Certification for Payment that is compliant with the applicable provisions of this Agreement, execute the Certification for Payment evidencing its approval and (i) if such Certification for Payment is to be paid from the identified Available Source(s) of Payment, forward the same to the appropriate party (whether the Trustee or a private lender of the Developer's, if any) for payment.

(e) *Disapproval of Draw Request; Insufficiency of Available Sources of Payment*. If the City disapproves any Certification for Payment, the City shall provide a written explanation of the reasons for such disapproval so that the Developer may revise the Certification for Payment in accordance with the City's comments and resubmit for City approval. The City shall only disapprove a Certification for Payment in good faith for a material reason.

Notwithstanding anything to the contrary contained herein, if the quarterly reconciliation provided by the Construction Manager pursuant to Section 3.05(c) above for a particular Authorized Improvement shows that the Available Sources of Payment are insufficient to fund the remaining design and construction costs of that Authorized Improvement after taking into consideration any contingencies, the City shall not be obligated to authorize payments of funds exceeding the Available Sources of Payment for such Authorized Improvements (as provided in the Service and Assessment Plan) until such time as Developer provides evidence satisfactory to the City that Developer has or will provide funds, in addition to the Available Sources of Payment then-available for such purpose, in an amount sufficient to fully fund the remaining design and construction costs of that Authorized Improvement.

Section 4.04. Partial Reimbursement of Initial Developer Contribution

As of the date of this Agreement, the Developer has funded $______ in Actual Costs of Authorized Improvements from Developer Resources (the "**Improvement Area #2 Initial Developer Contribution**"), consisting of $______ in Actual Costs of Improvement Area #2 Improvements. Upon deposit of proceeds from the Improvement Area #2 Bonds to the various accounts of the Project Fund under the Indenture, (i)

$______ of the amount initially deposited to Project Fund is immediately available to reimburse the Developer for those Actual Costs that comprise that portion of the Improvement Area #2 Initial Developer Contribution, as may be requested by the Developer. The balance of the Improvement Area #2 Initial Developer Contribution shall be considered a Developer equity contribution and remain unreimbursed.

At least 15 business days prior to the closing date of the Improvement Area #2 Bonds, Developer shall submit to the City, with respect to reimbursement for a portion of the Improvement Area #2 Initial Developer Contribution, a completed "**Certification for Payment**" in the form attached hereto as Exhibit "C" and, with respect to other Actual Costs of Authorized Improvements to be paid from proceeds of the Improvement Area #2 Bonds at closing thereof, a "**Closing Disbursement Request**", in the form attached hereto as Exhibit "D". The City shall sign the Certification for Payment and Closing Disbursement Request, respectively, and deliver said requests to the Trustee. Such amount owed to the Developer shall be transferred by the Trustee from the appropriate account of the Project Fund to the Developer or Developer's designee immediately succeeding the initial delivery of the Improvement Area #2 Bonds.

ARTICLE V. BONDS

Section 5.01. Bonds

(a) *Generally*. The City intends that the Actual Costs of Authorized Improvements will be paid from the Available Sources of Payment, which includes the proceeds of the Improvement Area #2 Bonds.

(b) *Bonds Issuance*. Concurrently with its entering into this Agreement, the City will adopt the Bond Ordinance. Future series of Bonds will be approved only by ordinance of the City Council at a public meeting compliant with the Texas Open Meetings Act.

(c) *City as Sole Issuer of Bonds; Limitation on Other Form of Indebtedness*. The Parties agree that the City shall, by ordinance of the City Council and pursuant to the terms of a Trust Indenture, be the sole issuer of Bonds. The Parties further agree that Bonds are the sole form of capital market or tax-exempt indebtedness whose primary or sole source of security or repayment, in whole or in part, is Assessment Revenues.

Section 5.02. Subsequent Bond Issuances

Other than Refunding Bonds, the City, for so long as Improvement Area #2 Bonds remain outstanding, shall not issue additional bonds secured by the Pledged Revenues. Refunding Bonds shall not be issued unless any prerequisites to the issuance of such Refunding Bonds established by the Trust Indenture are satisfied. Concurrently with the issuance of the Improvement Area #2 Bonds, the City will issue its Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #1 Project) (the "Improvement Area #1 Bonds"). The City additionally expects to issue one or more series of future bonds (collectively, "Future Improvement Area Bonds") to finance the cost of Authorized Improvements in the District, as the development proceeds. The Improvement Area #1 Bonds and the Future Improvement Area Bonds are not secured by the Pledged Revenues.

Section 5.03. Characteristics of All Bonds

(a) *Final Maturity*. No series of Bonds shall finally mature on a date that is later than the 35th anniversary of the date of its initial issuance or the date that is the 40th anniversary of the date of this Agreement.

(b) *Evidences of Legality*. No series of Bonds shall be issued unless:

(i) The statutory requirements established in the PID Act as conditions precedent to the issuance of obligations such as the Bonds have been satisfied;

(ii) The City shall receive at the time of issuance of a series of Bonds an opinion of nationally recognized bond counsel selected by the City stating in effect that the subject series of Bonds are legal and valid under Texas law and that all conditions to their issuance under State law have been satisfied; and

(iii) The City has received the approving opinion of the Attorney General of the State of Texas as required by the PID Act.

(c) *Method of Sale*. Bonds that do not carry an Investment Grade Rating shall be marketed and sold through negotiated sale to an approved third party with the cooperation and assistance of the Developer in all respects (particularly, the preparation of marketing documents, such as preliminary and final official statements, limited offering memoranda, or such other marketing and/or sales method mutually agreed upon by the City and the Developer); Bonds that do carry an Investment Grade Rating may be marketed and sold by either competitive or negotiated sale.

(d) *Denominations, Maturity, Interest, and Security*. Unless they carry an Investment Grade Rating, the Bonds (and any Bonds issued to refund other Bonds) shall be issued in the minimum denominations of $100,000 (and any integral multiples of $1,000 in excess thereof); Bonds carrying an Investment Rating may be issued or acquired in principal denominations of $1,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating. The Bonds shall mature and be pre-payable, bear interest, and be secured by and payable solely from the Bond Security, all to be as described and provided in the Trust Indenture.

Section 5.04. Bond Proceeds; Project Fund; Excess Funds

(a) *Generally*. Subject to the other terms and provisions of this Section 5.04, the final and adopted versions of the City ordinance authorizing the issuance of a series of Bonds and the related Trust Indenture (and all documents incorporated or approved therein) shall contain provisions relating to the withdrawal, application, and uses of the proceeds of the applicable series of Bonds when and as issued and delivered and otherwise contain such terms and provisions as are mutually approved by the City and the Developer.

(b) *Project Fund; Project Fund Disbursements*. The City hereby covenants and agrees that each Trust Indenture authorizing the issuance of Bonds to pay Actual Costs of Authorized Improvements will establish a Project Fund as a separate fund to be held by the Trustee under that Trust Indenture. The portion of the proceeds of the Bonds issued pursuant to such Trust Indenture to pay Actual Costs of Authorized Improvements and Bond Issuance Costs shall be deposited upon issuance into separate accounts within the Project Fund as described in the subject Trust Indenture.

Bond proceeds held in the various segregated accounts of the Project Fund will be advanced by the Trustee to fund the Actual Costs of Authorized Improvements upon receipt of a completed Certification for Payment, as further described in accordance with Section 4.03.

(c) *Excess Bond Proceeds*. If proceeds from Bonds are still available after all the Authorized Improvements identified in the initial Service and Assessment Plan are dedicated to and accepted by the Applicable Entity and all reimbursements owed to the Developer for Actual Costs of Authorized

Improvements have been fully paid to the Developer, the remaining Bonds proceeds may be utilized to finance other Authorized Improvements within the District, if such additional Authorized Improvements are identified in an Annual Service Plan Update, and benefitting Assessed Property from whom the Assessment Revenues securing the repayment of such Bonds are received and for which reimbursements are not being received by the Developer from other public sources or to redeem Bonds, as provided in the Trust Indenture.

ARTICLE VI. REPRESENTATIONS AND WARRANTIES

Section 6.01. Representations and Warranties of City

The City makes the following representation and warranty for the benefit of the Developer: the City is a political subdivision of the State of Texas, duly organized and existing under the Constitution and general laws of the State, and has full legal right, power and authority under the PID Act and other applicable law (a) to enter into, execute and deliver this Agreement, (b) to adopt the Assessment Ordinance and the Bond Ordinance, and (c) to carry out and consummate the transactions contemplated by this Agreement.

Section 6.02. Representations, Warranties, and Covenants of Developer

The Developer makes the following representations, warranties and covenants for the benefit of the City:

(a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Texas and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Developer has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Developer;

(c) This Agreement is a valid and enforceable obligation of the Developer and is enforceable against the Developer in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles;

(d) Once it commences construction of an Authorized Improvement or Segment thereof, the Developer will use its reasonable and diligent efforts to do all things which may be lawfully required of it in order to cause such Segment of the Authorized Improvements to be completed in accordance with this Agreement;

(e) The Developer will not commit any act in, upon or to the Property or the Project in violation of any law, ordinance, rule, regulation, or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Property or the Project;

(f) The Developer (i) will not request payment from proceeds derived from the Bonds for any costs that are not Actual Costs of Authorized improvements and (ii) will diligently follow all procedures set forth in this Agreement with respect to Payment Requests; and

(g) For a period of two years after the date of acceptance by the Applicable Entity of the final Segment of the Authorized Improvements, the Developer will maintain proper books of record, which books will be maintained in accordance with sound accounting practices and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least 24 hours' notice, and account for the Authorized Improvements and all costs related thereto.

Section 6.03. Verification of Statutory Representations and Covenants

The Developer, for purposes of sections 2252.152, 2271.002, 2274.002, and 2276.002, Texas Government Code, as amended, hereby verifies that it and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

1) Do not boycott energy companies and will not boycott energy companies during the term of this Indenture. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code, as amended;

2) Do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association will not discriminate against a firearm entity or firearm trade association during the term of such Agreement. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code, as amended. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code, as amended;

3) Do not boycott Israel and will not boycott Israel during the term of this Indenture. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code, as amended; and

4) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization, are not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under section 2252.153 or section 2270.0201 of the Texas Government Code, as amended. "Affiliate" means any entity that controls, is controlled by, or is under common control with the company within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

Notwithstanding anything contained herein, the representations and covenants contained in this section shall survive termination of this Indenture until the statute of limitations has run.

Section 6.04. Form 1295

Developer has delivered the Certificate of Interested Parties Form 1295 ("**Form 1295"**) and certification of filing generated by the Texas Ethics Commission's electronic portal, signed by an authorized agent, prior to the execution of this Agreement by the City and Developer. Developer and the City understand that neither the City nor any City representative, consultant, or advisor have the ability to verify the information included in Form 1295, and none of the City or any City employee, official consultant, or advisor have an obligation, nor have undertaken any responsibility, for advising Developer with respect to the proper completion of Form 1295 other than providing the identification numbers required for the completion of Form 1295.

ARTICLE VII. DEFAULT AND REMEDIES

A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) calendar days of the receipt of such notice (or five (5) calendar days in the case of a monetary default). Upon a breach of this Agreement, the non-defaulting Party in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained (and/or an action for mandamus as and if appropriate). Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Article VII or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party. Notwithstanding any provision contained herein to the contrary, the Developer shall not be required to construct any portion of the Authorized Improvements (or take any other action related to or in furtherance of same) while the City is in default under this Agreement.

Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, but are not limited to, pending litigation, acts of God, war, acts of civil disobedience, widespread pestilence or disease, pandemic or epidemic, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a "force majeure" event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article.

ARTICLE VIII. GENERAL PROVISIONS

Section 8.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as any be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to City: City of Eagle Pass, Texas
Attn: City Manager
100 South Monroe

Eagle Pass, Texas 78852

With a copy to: Escamilla & Poneck, LLP
Attn: Juan F. Aguilera
700 North St. Mary's Street, Suite 850
San Antonio, Texas 78205

If to Developer: Empire Industrial Park, LLC
Attn: Sonia Junfin
2076 North Veterans Boulevard, Suite D1
Eagle Pass, Texas 78852

With a copy to: Winstead PC
Attn: Dan Martinez
112 East Pecan Street, Suite 725
San Antonio, Texas 78205

Section 8.02. Fee Arrangement

(a) In addition to any Initial PID Costs paid by the Developer prior to the date hereof and the Improvement Area #2 Initial Developer Contribution, all fees of legal counsel related to the District's creation and the issuance of the applicable series of Bonds including fees for the preparation of customary bond documents and the obtaining of Attorney General approval for the series of Bonds, will be paid at closing from the proceeds of the applicable series of Bonds. It is hereby acknowledged and agreed that fees for the City's bond counsel, Trustee, Trustee's counsel, Administrator, Financial Advisor, Developer's counsel, the Developer's Special Assessment Consultant, the Underwriter, and Underwriter's counsel will be paid at the Issue Date of the applicable series of Bonds.

(b) Pursuant to a separate agreement, the City may contract with a third party to serve as the Administrator and to administer the District after closing of the Improvement Area #2 Bonds. The Annual Collection Costs and Delinquent Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts set forth in the Service and Assessment Plan. Annual Collection Costs and Delinquent Collection Costs collected and not expended for actual Annual Collection Costs and Delinquent Collection Costs incurred in a particular year shall be carried forward and applied to reduce Annual Collection Costs and Delinquent Collection Costs in subsequent years to avoid the over-collection of amounts to pay Annual Collection Costs and Delinquent Collection Costs.

Section 8.03. Assignment

(a) This Agreement and the rights and obligations of Developer hereunder may be assigned by Developer upon fifteen (15) calendar days prior written notice to City to (i) any entity which is the successor by merger or otherwise to all or substantially all of Developer's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (ii) any entity which may have acquired all of the outstanding stock or ownership of assets of Developer without the consent of the City, provided that the assignee assumes all of the obligations of Developer hereunder.

(b) For assignments not covered by (a) above, Developer may assign this Agreement from time to time to any party that (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development or financing agreement with the City (iii) has not, in the prior five years, been terminated under any contractual arrangement with the

City or been barred from doing business with the City for cause, and (iv) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. Developer shall provide the City thirty (30) calendar days prior written notice of any such assignment. If the City has objections to such assignment satisfying the requirements described above, the City shall provide written notice of such objections to the Developer within ten (10) calendar days of receiving the assignment notice from Developer. Developer will not be released from its obligations under this Agreement if the City objects to the assignment as described above and such objections are not resolved by and between Developer and the City; provided, however, the City shall not unreasonably withhold Developer's release from its obligations under this Agreement.

(c) Upon any such assignment, Developer shall be deemed to be automatically released of any obligations under this Agreement.

(d) Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to City.

(e) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to its Designated Successors and Assigns.

(f) No conveyance, transfer, assignment, mortgage, pledge, or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a transfer for with the City has receive notice under Section 8.01 hereof.

Section 8.04. No Personal Liability

None of the City's elected or appointed officials or any of their or the City's respective officers, employees, consultants, or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

None of the Developer's members, officers, employees, consultants, or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

Section 8.05. Term of Agreement

This Agreement shall terminate on the date on which the City and Developer discharge all of their respective obligations hereunder. In the case of any termination of this Agreement and/or dissolution of the District, the obligation of any Party to pay any Project Costs expended prior to the termination of this Agreement and/or dissolution of the District and remaining unpaid shall survive such termination and/or dissolution.

Section 8.06. Construction of Certain Terms

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(a) Words importing a gender do not exclude any other gender.

(b) Words importing the singular include the plural and vice versa.

(c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.

(d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.

(e) A reference to any Party includes, with respect to Developer, its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.

(f) All references in this Agreement to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to "Exhibits" are to the designated Exhibits to this Agreement.

(g) The words "herein," "hereof," "hereto," "hereby," "hereunder," and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.

(h) The words "including" and "includes," and words of similar import, are deemed to be followed by the phrase "without limitation."

(i) Unless the context otherwise requires, a reference to the "Property," the "Authorized Improvements," or the "District" is deemed to be followed by the phrase "or a portion thereof."

(j) Every "request," "order," "demand," "direction," "application," "appointment," "notice," "statement," "certificate," "consent," "approval, "waiver," "identification," or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Agreement.

Section 8.07. Table of Contents; Titles and Headings

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 8.08. Amendments

This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties.

Section 8.09. Time

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 8.10. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 8.11. Entire Agreement

This Agreement contains the entire agreement of the Parties.

Section 8.12. Severability; Waiver

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.13. Developer as Independent Contractor

In performing under this Agreement, it is mutually understood that the Developer is acting as an independent contractor, and not an agent of the City.

Section 8.14. Supplemental Agreements

Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are included in the Service and Assessment Plan, the Assessment and SAP Ordinance, the Bond Ordinance, and the Trust Indenture.

Section 8.15. Exhibits

The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit A	-	Definitions
Exhibit B	-	Property
Exhibit B-1	-	District Map
Exhibit C	-	Form of Certification for Payment
Exhibit D	-	Closing Disbursement Request

Exhibit E	-	Authorized Improvements and Applicable Entity to Whom Conveyed
Exhibit F	-	Form of Maintenance Agreement

*   *   *

CITY OF EAGLE PASS, TEXAS
a Texas political subdivision

By: ____

Name: ____

Title: ____

EMPIRE INDUSTRIAL PARK, LLC
a Texas limited liability company

By: ____

Name: ____

Title: ____

Exhibit "A"

DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined in the body above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below. Capitalized terms herein used without definition have the meaning ascribed thereto in the Service and Assessment Plan.

"Appraisal" means an appraisal of the Property (or such applicable portion thereof) prepared by an Appraiser.

"Appraiser" means a duly qualified, licensed appraiser in the State of Texas selected by the City to perform appraisal services relative to the District, initially being Integra Realty Resources - Dallas.

"Assessment Revenue" has the meaning ascribed thereto in the applicable Trust Indenture.

"Association" has the meaning ascribed thereto in the Maintenance Agreement.

"Association Maintenance Obligations" has the meaning ascribed thereto in the Maintenance Agreement.

"Bond Issuance Costs" means the costs associated with issuing Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of Bonds.

"Bond Security" means the funds that are to be pledged in or pursuant to the applicable Trust Indenture to the payment of the debt service requirements on the related series of Bonds, consisting of applicable Assessments Revenues, including earnings and income derived from the investment or deposit of such Assessments Revenues, in the special funds or accounts created and established in the applicable Trust Indenture for the payment of and pledged as security for such Bonds, unless such earnings are required to be deposited into a rebate fund for payment to the federal government.

"Bonds" has the meaning ascribed thereto in the applicable Trust Indenture.

"Bond Ordinance" means Ordinance No. _____ adopted by the City Council on November 4, 2025 authorizing the issuance of the Improvement Area #2 Bonds, as the initial series of Bonds.

"Certification for Payment" means the certificate in the form depicted on Exhibit "C" attached hereto.

"Construction Manager" means initially the Developer, and thereafter subject to change in accordance with Section 3.02(a) of this Agreement.

"City Resolution" means the Resolution No. _____ adopted by the City Council on November 4, 2025 authorizing the City's executing and entering into this Agreement.

"Designated Successors and Assigns" shall mean an entity described in Section 8.03(a) or (b) to whom Developer assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 8.03 related to all or a portion of the Property.

"Developer's Special Assessment Consultant" means DPFG, Inc., or its successors or assigns.

"Engineer's Opinion of Probable Cost" means an opinion of probable construction cost of an Authorized Improvement provided by the Project Engineer, made on the basis of information available thereto and on the basis of the Project Engineer's experience and qualifications and represents its judgment as an experienced and qualified engineer.

"Financial Advisor" means PFM Financial Advisors LLC.

"Improvement Area #2 Bonds" has the meaning ascribed thereto in the applicable Trust Indenture.

"Initial PID Costs" means costs incurred by the Developer in connection with the District's establishment and issuance of the Bonds, but not directly related to any Bond issuance.

"Investment Grade Rating" has the meaning ascribed thereto in the applicable Trust Indenture.

"Issue Date" means the date of the initial delivery of the applicable series of Bonds.

"Maintenance Agreement" means the agreement between the City and the Association, in the form attached hereto as Exhibit "F", pursuant to which the Association assumes responsibility for operating, maintaining, and repairing the Association Maintenance Obligations.

"Payment Request" means the process for the Developer's request for payment of Actual Costs of Authorized Improvements, whether by direct payment or through reimbursement, from Available Sources of Payment, as evidenced by Developer's submission of a Certification of Payment pursuant to Section 4.03 hereof.

"Pledged Revenues" has the meaning ascribed thereto in the applicable Trust Indenture.

"Project Costs" means, collectively, the Actual Costs of Authorized Improvements and any other costs of designing, acquiring, installing, or constructing any Improvements.

"Project Engineer" means the civil engineer or firm of civil engineers selected by the Developer to perform the duties set forth herein, which is initially Slay Engineering.

"Project Fund" means the separate and unique fund established by the City under such name under a Trust Indenture pursuant to which Bonds are issued to pay Actual Costs of Authorized Improvements.

"Refunding Bonds" has the meaning ascribed thereto in the applicable Trust Indenture.

"Segment" or "Segments" means the discrete portions of any Improvement.

"Service and Assessment Plan" means the Eagle Pass Public Improvement District No. 1 Service and Assessment Plan (as may be (and is in fact anticipated to be) supplemented, amended, or amended and restated from time to time), initially adopted by the City Council pursuant to Ordinance No. _____ thereby adopted on November 4, 2025, for the purpose of assessing allocated Actual Costs against property located within the boundaries of the District having terms, provisions and findings approved and agreed to by the Developer, as required by Article II of this Agreement.

"State" means the State of Texas.

"Trustee" means the trustee under the Trust Indenture, and any successor thereto permitted under the Trust Indenture and any other Trustee under a future Trust Indenture, including BOKF, NA, Dallas, Texas, as the trustee for the Bonds.

"Trust Indenture" means the Indenture of Trust pursuant to which the Bonds are issued.

"Underwriter" means the underwriter or syndicate of underwriters that purchases, in a negotiated sale, a series of Bonds. The Underwriter of the Improvement Area #2 Bonds is Jefferies LLC.

* * *

EXHIBIT "B"

PROPERTY

Exhibit "B-1"

District Map

Exhibit "C"

Form of Certification For Payment
Eagle Pass Public Improvement District No. 1 (Improvement Area #2 Project)

Certification No. ______

Empire Industrial Park, LLC ("**Construction Manager**") hereby requests payment (a) for the percentage of design costs completed (the "**Design Actual Costs**"), as further described in Attachment A-1 attached hereto and (b) of the Actual Cost of the work (the "**Construction Draw Actual Costs**"), as further described in Attachment A-2 attached hereto. Capitalized undefined terms shall have the meanings ascribed thereto in Eagle Pass Public Improvement District No. 1 (Improvement Area #2) Financing Agreement (the "**PID Financing Agreement**") among Empire Industrial Park, LLC (the "**Developer**") and the City of Eagle Pass, Texas (the "**City**") dated as of November 1, 2025 (but effective as of the date of initial delivery of the initial series of Bonds). In connection with this Certification for Payment, the undersigned, in his or her capacity as the _________________ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. The undersigned is an authorized representative of Construction Manager, is qualified to execute this request for payment on behalf of the Construction Manager and is knowledgeable as to the matters forth herein.

2. The true and correct (a) Design Actual Costs for which payment is requested, or has already been paid by Construction Manager, is set forth in Attachment A-1 and/or (b) Construction Draw Actual Costs for which payment is requested is set forth in Attachment A-2, and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.

3. The amount listed for the Authorized Improvements below is a true and accurate representation of the Actual Costs associated with the acquisition, or construction of those Authorized Improvements and such costs are in compliance with (a) the PID Financing Agreement, and (b) the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the PID Financing Agreement and the Service and Assessment Plan.

5. The Developer has timely paid all ad valorem taxes and Annual Installments of Assessments it owes, or that entity under common control with the Developer owes, located in Eagle Pass Public Improvement District No. 1 and has no outstanding delinquencies for such assessments.

6. The Developer has, in particular, complied with Section 3.01(b) of the PID Financing Agreement, as set forth therein. Namely, prior to the commencement of acquisition or construction efforts regarding the below Authorized Improvements, the Developer: (i) identified the City of Eagle Pass, Texas as the Applicable Entity (the "**Applicable Entity**") to whom such Authorized Improvements will be dedicated upon such Authorized Improvements' acquisition or completed construction, (ii) has, to the extent the Applicable Entity is one other than the City, determined the terms by which such Applicable Entity shall accept the dedication of the Authorized Improvements, and has provided the City, in connection therewith, with written evidence of such Applicable Entity's acceptable terms (such written terms being resubmitted to the City with the submission of this Certification for Payment), and (iii) has delivered to the City, as applicable with respect to the Authorized Improvements, evidence of approval of the Applicable Entity to

whom such Authorized Improvements will be dedicated of the plans and specifications pursuant to which such Authorized Improvements will be constructed, accompanied by any permits or governmental approvals that are necessary to complete such construction or acquisition and evidence of any and all payment and performance bonds and insurance policies related to any of the foregoing as required by the provisions of the PID Financing Agreement (such evidence being resubmitted to the City with the submission of this Certification for Payment).

7. The work with respect to the Authorized Improvements referenced below has been completed in accordance with the plans therefor, and the Applicable Entity to whom the Authorized Improvements will be dedicated has inspected the same. The design work described in Attachment A-1 has been completed in the percentages stated therein.

8. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for the Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements has been completed and the City has accepted such Authorized Improvements. One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees, and the like) may be paid prior to the City's acceptance of such Authorized Improvement.

9. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed (a) design work described in Attachment A-1 and/or (b) work on an Authorized Improvement described in Attachment A-2 has been paid in full for all work completed through the previous Certification for Payment.

10. Attached hereto as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the (a) Construction Draw Costs of each Authorized Improvement and/or (b) Design Costs for which payment is requested.

11. Any required lender consents or approvals are attached hereto as Attachment D.

12. The payment that is the subject of this Certificate shall be paid in the following indicated amount from the specified Project Fund account:

a. Bonds Proceeds: $______________

b. Project Fund: $______________

13. Payments previously requested and paid under prior Certifications for Payment are as follows:

Certification No.	Date Approved by City	Amount Requested	Amount Paid

14. [T[he portion of t]his payment request seeking reimbursement for the portion of the Improvement Area #2 Initial Developer Contribution that now remains unreimbursed is the result of all other Actual Costs of Authorized Improvements having heretofore been or hereunder being paid and excess Bond proceeds thereafter remaining (as permitted and in accordance with the provisions of the PID Financing Agreement).]

15. [WITH RESPECT TO REQUEST FOR FINAL DRAW FOR ACTUAL COSTS OF AUTHORIZED IMPROVEMENTS OR TO REQUEST USE OF EXCESS PROJECT FUND BALANCE FOR ADDITIONAL IMPROVEMENT AREA #2 INITIAL DEVELOPER CONTRIBUTION REIMBURSEMENT: The City and the Association have entered into and executed the Maintenance Agreement in satisfaction of the condition precedent identified in Section 2.01(e)(iii) of the PID Financing Agreement].

16. The Developer hereby certifies that, as of the date hereof: (i) the representations and warranties made by the Developer herein and in the PID Financing Agreement are and remain true, accurate and complete, (ii) there exists no default or event of default under the PID Financing Agreement, and (iii) the Developer is unaware of a fact, condition, or circumstance that could result, or with the passage of time will result, in a default or event of default under the PID Financing Agreement.

[Signature Page Follows]

I hereby declare that the above representations and warranties are true and correct.

EMPIRE INDUSTRIAL PARK, LLC
CONSTRUCTION MANAGER

By: ______________________________

Name: ______________________________

Title: ______________________________

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that (i) the Project Engineer has conducted a review, the result of which confirm that the subject Authorized Improvements were constructed in accordance with the plans and specifications therefor, and (ii) the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

____

By: ____

Name: ______________________________________

Title: ______________________________________

ATTACHMENT A-1
TO CERTIFICATION FOR PAYMENT FORM NO. ____
(DESIGN ACTUAL COSTS)

Segment	Description of Work Completed under this Certification for Payment	Costs

ATTACHMENT A-2
TO CERTIFICATION FOR PAYMENT FORM NO. ____
(CONSTRUCTION DRAW ACTUAL COSTS)

Segment	Description of Work Completed under this Certification for Payment	Costs

<u>ATTACHMENT B</u> TO CERTIFICATION FOR PAYMENT FORM NO. _____

[***Include Attachment B bracketed if final progress payment for such Authorized Improvement***]

[bills paid affidavit and release of liens - attached]

ATTACHMENT C TO CERTIFICATION FOR PAYMENT FORM NO. ___

INVOICE LEDGER

Invoice Ledger
Entity:
Project: ________________________ Public Improvement District No. 1

Certification of Payment Form No. ____	**Date**	**Vendor**	**Invoice #**	**Invoice Amount**	**Requested Amount**	**Approved Amount**	**Budget Sub-Category**	**Budget Description**

[INVOICES AND/OR RECEIPTS - ATTACHED]

<u>ATTACHMENT D</u> TO CERTIFICATION FOR PAYMENT FORM NO. _____

[lender consents or approvals - attached]

Exhibit "D"

CLOSING DISBURSEMENT REQUEST

The undersigned is a lawfully authorized representative for Empire Industrial Park, LLC (the "**Developer**") and requests payment from the Costs of Issuance Account of the Project Fund (as defined in Eagle Pass Public Improvement District No. 1 (Improvement Area #2) Financing Agreement) from BOKF, NA, Dallas, Texas (the "**Bond Trustee**") in the amount of ______________________________ ($______________) to be transferred from the Cost of Issuance Account of the Project Fund upon the delivery of the City of Eagle Pass, Texas, Special Assessment Revenue Bonds, Series 2025 (Eagle Pass Public Improvement District No. 1 Improvement Area #2 Project) (the "**Bonds**") for costs incurred relating to the issuance and sale of the Bonds for the Eagle Pass Public Improvement District No. 1 (the "**District**"), as follows.

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced costs of issuance at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below itemized costs is a true and accurate representation of the costs of issuance incurred by Developer at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan. The itemized costs are as follows:

[insert itemized list of costs here]

TOTAL REQUESTED: $______________

4. The Developer is in compliance with the terms and provisions of the Eagle Pass Public Improvement District No. 1 (Improvement Area #2) Financing Agreement, the Trust Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Trust Indenture for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete its review.

Payments requested hereunder shall be made as directed below:

[Information regarding Payee, amount, and deposit instructions]

I hereby declare that the above representations and warranties are true and correct.

EMPIRE INDUSTRIAL PARK, LLC
A Texas limited liability company

By: ___________________________________

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the Certificate submitted to the Bond Trustee directing payments to be made from Costs Issuance Account of the Project Fund upon delivery of the Bonds.

CITY OF EAGLE PASS, TEXAS

By: ______________________________________
Name: ______________________________________
Title: ______________________________________

Date: _________________

EXHIBIT "E"
AUTHORIZED IMPROVEMENTS AND APPLICABLE ENTITY TO WHOM CONVEYED

General Description of Authorized Improvement	Entity to which Authorized Improvement will be conveyed or dedicated
Water and Sewer	City
Drainage Improvements	City
Road Improvements	City

EXHIBIT “F”
FORM OF MAINTENANCE AGREEMENT

EXHIBIT C

FORM OF TIRZ REIMBURSEMENT AGREEMENT

TIRZ NO. 1 REIMBURSEMENT AGREEMENT

This TIRZ No. 1 Reimbursement Agreement (this "Agreement") is executed between Empire Industrial Park, LLC, a Texas limited liability company (the "Developer"), the City of Eagle Pass, Texas (the "City"), a home-rule municipality located in Maverick County, Texas, and the Board of Directors of Reinvestment Zone Number One, City of Eagle Pass, Texas (the "Board"), to be effective November 4, 2025 (the "Effective Date"). The City, the Board, and the Developer are individually referred to as a "Party" and collectively as the "Parties." The City and the Board are collectively referred to as the "Public Parties."

ARTICLE I
RECITALS

WHEREAS, capitalized terms shall have the meanings given to them in Article II of this Agreement, and, if not otherwise defined in Article II, shall have the meanings given to them in the Agreement; and

WHEREAS, unless otherwise specified, all references to "Section" mean a section of this Agreement; and

WHEREAS, Developer intends to develop or cause to be developed an approximately 460.950 acres of real property located within the corporate limits of the City, and described by metes and bounds and depiction on **Exhibit A-1** (the "Property"); and

WHEREAS, the City and the Developer entered into that certain Development Agreement dated June 4, 2024 (as may be amended or otherwise modified, the "Development Agreement");

WHEREAS, in the Development Agreement, the City and the Developer identify multiple sources of funds, including TIRZ No.1 Revenues and revenue from special assessments on the Property (the "Assessments"), with which the Developer may be reimbursed for authorized costs;

WHEREAS, contemporaneously herewith, the City and the Developer have entered into that certain Eagle Pass Public Improvement District No. 1 (Improvement Area #1) Reimbursement Agreement and that certain Eagle Pass Public Improvement District No. 1 (Improvement Area #2) Reimbursement Agreement (collectively, the "PID Assessment Reimbursement Agreement"), pursuant to which the Developer may be reimbursed for authorized costs with Assessment Revenue, as defined under the PID Assessment Reimbursement Agreement; and

WHEREAS, as provided in the Development Agreement and in the TIRZ Project and Finance Plan (defined herein), TIRZ No. 1 Revenues provide the City a possible source of payment with which to reimburse the Developer for authorized costs, to the extent TIRZ No. 1 Revenues are available after utilizing such TIRZ No.1 Revenues to offset Assessments in order to reduce the overall tax rate equivalent on the Property; and

WHEREAS, Reinvestment Zone Number One, City of Eagle Pass, Texas ("TIRZ No. 1") is a tax increment reinvestment zone created by the governing body of the City (the "City Council") by Ordinance No. 2024-11, adopted May 7, 2024 ("Ordinance No. 2024-11") comprising approximately 2,301 acres of land within the corporate limits of the City; and

WHEREAS, in addition to creating TIRZ No. 1, in Ordinance No. 2024-11, the City Council has appointed the Board of Directors of TIRZ No. 1 (the "Board")

WHEREAS, the City has agreed to contribute seventy-five percent (75%) of the incremental ad valorem real property taxes collected by the City from the property within TIRZ No. 1 until the earlier of: (i) December 31, 2074 (with final year's tax to be deposited by January 31, 2075), or (ii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes, and other obligations of TIRZ No.1, including the offsetting of Assessments in order to reduce the overall tax rate equivalent on the Property, and the interest thereon, have been paid in full (the "City TIRZ No. 1 Revenues"); and

WHEREAS, on May 7, 2024, the City Council approved Resolution No. 2024-24R approving an interlocal agreement between the City and Maverick County (the "County") for the County's participation in the TIRZ No. 1 at the rate of seventy-five percent (75%) of the incremental ad valorem taxes attributable to the County until the earlier of: (i) December 31, 2074 (with final year's tax to be deposited by January 31, 2075), or (ii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes, and other obligations of TIRZ No.1, including the offsetting of Assessments in order to reduce the overall tax rate equivalent on the Property, and the interest thereon, have been paid in full (the "County TIRZ No. 1 Revenues"); and

WHEREAS, the Property and the Additional Property are located wholly within the TIRZ No. 1; and

WHEREAS, the Parties intend the City to provide certain TIRZ No. 1 Revenues generated from the Property to fund portions of the Public Infrastructure costs constructed or caused to be constructed by Developer within the Property; and

WHEREAS, in the future, the City intends to provide certain TIRZ No. 1 Revenues generated from the Additional Property to fund portions of the Public Infrastructure costs constructed or caused to be constructed by the Developer within the Additional Property as development progresses, as provided in the Development Agreement; and

WHEREAS, on November 4, 2025, the Board (i) approved the *Final Project Plan and Final Finance Plan for Reinvestment Zone Number One, City of Eagle Pass, Texas* (the "TIRZ Project and Finance Plan") for TIRZ No. 1 and (ii) recommended approval of the TIRZ Project and Finance Plan to the City Council; and

WHEREAS, on November 4, 2025, the City Council adopted Ordinance No. ____ approving the TIRZ Project and Finance Plan; and

WHEREAS, Section 311.008 of the Texas Tax Code (the "Act") authorizes the City to enter into agreements necessary to implement the TIRZ Project and Finance Plan and otherwise achieve the purposes of the TIRZ Project and Finance Plan; and

WHEREAS, the Act authorizes the City to enter into agreements similar to this Agreement that the City and the Board determine to be necessary or convenient to implement the TIRZ Project and Finance Plan; and

WHEREAS, the Parties intend that TIRZ No. 1 Revenues will fund costs described in the TIRZ Project and Finance Plan, including the Public Infrastructure benefitting the Property; and

WHEREAS, the liability of the Public Parties under this Agreement is limited to amounts required to be deposited into the Eagle Pass PID No. 1 Fund (defined herein); and

WHEREAS, the reimbursements provided to the Developer under this Agreement are for the public purposes of: (i) developing and diversifying the economy of the state; (ii) eliminating unemployment and underemployment in the state; (iii) developing and expanding commerce in the state; (iv) stimulating business and commerce within the TIRZ No. 1; and (v) promoting development and redevelopment within the TIRZ No. 1; and

WHEREAS, the Public Parties have an interest in creating jobs and expanding the tax base which accomplish a public purpose and create a benefit for the public in Maverick County; and

WHEREAS, the Parties acknowledge this Agreement constitutes an "obligation" pursuant to the Act; and

WHEREAS, but for the Developer undertaking the development of the Property, TIRZ No. 1 would not generate sufficient TIRZ No. 1 increment to provide the financial assistance to the Developer as set forth in the TIRZ Project and Finance Plan; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the TIRZ Project and Finance Plan.

NOW THEREFORE, for and in consideration of the mutual benefits and promises of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II
DEFINITIONS

"Act" is defined in the Recitals.

"Additional Property" means the property contained in TIRZ No.1, not including the Property, described by the metes and bounds and depiction on **Exhibit A-2**.

"Administrative Costs" means the actual administrative costs, including reasonable charges for the time spent by employees of the City in connection with the creation, management, reporting, compliance, and implementation of the TIRZ Project and Finance Plan.

"Agreement" is defined in the first paragraph hereof.

"Assignee" is defined in Section 4.2.

"Board" is defined in the first paragraph hereof.

"City" means the City of Eagle Pass, Texas, a home-rule municipality of the State of Texas.

"City Council" means the governing body of the City.

"City Representative" means the City Manager or designee.

"City TIRZ No. 1 Revenues" is defined and regulated in Section 3.3.

"County" means Maverick County, Texas.

"County Participation Agreement" means the Interlocal Agreement for Tax Increment Participation in Reinvestment Zone Number One executed by the City and the County on May 7, 2024, and attached hereto as **Exhibit B**.

"County TIRZ No. 1 Revenues" is defined and regulated in Section 3.3.

"Developer" means Empire Industrial Park, LLC, a Texas limited liability company.

"Development Agreement" means that certain Development Agreement related to the Property by and between the City and the Developer.

"District" means that certain Eagle Pass Public Improvement District No. 1.

"Effective Date" means the effective date of this Agreement, which is November 4, 2025.

"Party" is defined in the first paragraph hereof.

"Parties" is defined in the first paragraph hereof.

"TIRZ Project and Finance Plan" means that certain *Final Project Plan and Final Finance Plan for Reinvestment Zone Number One, City of Eagle Pass, Texas*, approved by the Board on November 4, 2025, and approved by the City Council by Ordinance No. _______, adopted on November 4, 2025.

"Property" is described and depicted in **Exhibit A**.

"Public Infrastructure" has the meaning stated in Section 3.1.

"Public Parties" is defined in the first paragraph hereof.

"Term" means the term of this Agreement, beginning on the Effective Date and continuing for the Term of the TIRZ No. 1.

"Term of the TIRZ No. 1" shall mean the date as specified in Section 5 of the TIRZ No. 1 Ordinance.

"TIRZ No. 1" means Reinvestment Zone Number One, City of Eagle Pass, Texas created by Ordinance No. 2024-11 adopted by the City Council on May 7, 2024.

"TIRZ No. 1 Fund" means a tax increment fund created by the City and segregated from all other funds and accounts of the City into which the County TIRZ No. 1 Revenues and City TIRZ No. 1 Revenues are deposited.

"TIRZ No. 1 Ordinance" means Ordinance No. 2024-11 adopted by the City Council on May 7, 2024.

"Transferee" means the party or entity to whom the transfer of the Developer's interest in this Agreement are transferred, conveyed, or assigned.

ARTICLE III
SOURCES AND USES OF TIRZ NO. 1 REVENUE

Section 3.1 Creation. Pursuant to and in accordance with the TIRZ Act, the City has created TIRZ No. 1, which includes the Property, all such land area being identified in the TIRZ No. 1 Ordinance and the TIRZ Project and Finance Plan. The City has adopted the TIRZ Project and Finance Plan, which includes revenues and costs related to this Agreement and revenues and costs not related to this Agreement. The Parties agree that costs in the TIRZ Project and Finance Plan related to this Agreement are more generally estimated and shown in concept form on the maps in **Exhibit C** ("Public Infrastructure Depictions") and preliminary cost estimates are provided in **Exhibit D** ("Current Estimate of Public Infrastructure"). **Exhibit C** and **Exhibit D** are subject to change and additional such facilities may be included. All such facilities shown in concept form in **Exhibit C**, and all final such facilities approved and accepted for public ownership by the City through the final platting process are collectively referred to as the "Public Infrastructure." However, any Public Infrastructure not eligible under state law for TIRZ No. 1 reimbursement shall be excluded from the term Public Infrastructure. This Agreement pertains to reimbursement of eligible costs for Public Infrastructure constructed by the Developer within the Property. Any reimbursement pertaining to costs within the Additional Property will be subject to a separate agreement or an amendment to this Agreement, in accordance with the Development Agreement.

Section 3.2. TIRZ No. 1 Fund Accounts. The City shall create multiple subaccounts within the TIRZ No. 1 Fund ("TIRZ No. 1 Subaccounts"): one subaccount that corresponds to the Property and other subaccounts that correspond to other land areas within TIRZ No. 1, in order to identify and allocate the City TIRZ No. 1 Revenues and the County TIRZ No. 1 Revenues as set forth herein and in the TIRZ Project and Finance Plan. The subaccount attributable to the Property shall be designated the "Eagle Pass PID No. 1 Fund." In accordance with the TIRZ Project and Finance Plan, the tax increment collected from the Property within the TIRZ shall be placed into the Eagle Pass PID No. 1 Fund The monies in the Eagle Pass PID No. 1 Fund shall be used to fund the Administrative Costs of TIRZ No. 1, to reimburse the Developer for costs of Public Infrastructure as provided herein, and to fund any other item identified in the TIRZ Project and Finance Plan and eligible under the Act. Amounts in each subaccount of the TIRZ No. 1 Fund shall not be comingled and each subaccount of the TIRZ No. 1 Fund shall be held separate and apart from all other subaccounts of the TIRZ No. 1 Fund. The specific terms, allocations, and structure shall be more fully described in the TIRZ Project and Finance Plan. With the written consent of Developer, and with subsequent approval of the Board, additional subaccounts of the Eagle Pass PID No. 1 Fund may be established as needed for administrative or accounting purposes.

Section 3.3. Tax Increment Amounts. On May 7, 2024, the City adopted the TIRZ Ordinance creating the TIRZ to include the Property and reflecting the City's TIRZ participation rate to be seventy-five percent (75%) of the total amount of ad valorem taxes collected from the Property by the City each year (the "City TIRZ No. 1 Revenues"). The City has entered into the County Participation Agreement with the County for the County's participation in TIRZ No. 1 (the "County TIRZ No. 1 Revenues").

Section 3.4 Administrative Uses. The Parties agree that the first-priority payment of the TIRZ No. 1 Fund shall be any payment to the City for the Administrative Costs of TIRZ No. 1. The City shall expend available City TIRZ No. 1 Revenues and County TIRZ No. 1 Revenues monies on the Administrative Costs of TIRZ No. 1 prior to the use of any other funds. These Administrative Cost payments shall be limited to Administrative Costs approved by the Board.

Section 3.5. TIRZ No. 1 Revenue. Revenue in the TIRZ No. 1 Fund may fund any cost eligible for funding identified in the TIRZ Project and Finance Plan pursuant to the TIRZ Act. Revenue in the Eagle Pass PID No. 1 Fund, or related subaccounts, shall be used as described in Section 3.8 below.

Section 3.6. TIRZ No. 1 Fund. Commencing on the Effective Date, continuing for the Term of TIRZ No. 1, and after payment of the Administrative Costs, the City shall cause to be deposited into the Eagle Pass PID No. 1 Fund: (a) the City TIRZ No. 1 Revenues; and (b) the County TIRZ No. 1 Revenues. Funds in the Eagle Pass PID No. 1 Fund are attributable to the Property. The City, by entering into this Agreement, approves such transfers to the Eagle Pass PID No. 1 Fund and such reimbursement to the Developer of Public Infrastructure that the City Engineer has accepted as complete, and agrees that no additional approvals of such payments are required from the City Council. However, no reimbursement payment to Developer shall be made by the City without an invoice from the Developer with a complete documentation of applicable Public Infrastructure, as provided in **Exhibit E** ("Form of TIRZ Certificate for Payment").

Section 3.7. Construction of Public Infrastructure. In conjunction with the development of the Property, the Developer will cause the Public Infrastructure necessary for full development of the Property to be constructed. Prior to construction, the Developer shall make, or cause to be made, application for any necessary permits and approvals required by the City to be issued for the construction of the Public Infrastructure. The Developer shall require the design, inspection, and supervision of the construction of the Public Infrastructure to be undertaken in accordance with City requirements.

Section 3.8. Priority of Payments.

(a) The City agrees to pay all TIRZ No. 1 Revenues placed into the Eagle Pass PID No. 1 Fund on a priority basis to:

(i) first, pay the Administrative Costs, then;

(ii) second, offset Assessments in order to reduce the overall tax rate equivalent on the Property in accordance with the Development Agreement and the TIRZ Project and Finance Plan, then;

(iii) third, reimburse the Developer for all amounts expended to fund the Public Infrastructure. No reimbursements shall be made absent the submission of a detailed written invoice by the Developer to the City clearly identifying the costs incurred and the resulting priority of payments, then;

(iii) fourth, any other item identified in the TIRZ Project and Finance Plan, and eligible under the Act.

Section 3.9. Use of Eagle Pass PID No. 1 Fund. The Eagle Pass PID No. 1 Fund shall only be used to pay amounts as set forth in this Agreement, the TIRZ Project and Finance Plan, and the Act. After payment of the Administrative Costs, and notwithstanding any other provision of this Article III or the TIRZ Project and Finance Plan, the initial costs to be paid from the Eagle Pass PID No. 1 Fund revenue generated from the Property will be limited to the uses set forth in Section 3.8 above. After such payments under Section 3.8 are funded, and only if there are sufficient Eagle Pass PID No. 1 Fund revenues remaining after such obligations are satisfied, will such excess Eagle Pass PID No. 1 Fund revenues be paid to satisfy other obligations in the TIRZ Project and Finance Plan.

Section 3.10. Obligations Absolute. The obligation of the Public Parties to use the Eagle Pass PID No. 1 Fund or to make payments, as applicable, as set forth in this Agreement are absolute and unconditional, and the Public Parties shall not suspend or discontinue any deposits into the Eagle Pass PID No. 1 Fund or payments under Section 3.8 as provided for in this Agreement.

Section 3.11. Procedure for Payment. The Developer agrees that, each year before receiving the Eagle Pass PID No. 1 Fund payment under Section 3.8 above, it shall provide documentation to the City demonstrating that none of the requested payment from the Eagle Pass PID No. 1 Fund has been reimbursed to the Developer from the Eagle Pass PID No. 1 Fund. The Developer will present to the City Representative not more frequently than monthly invoices evidencing expenditures for the Public Infrastructure (including supporting documentation and engineering certifications reasonably requested by the City Representative) in the form of the TIRZ No. 1 Certificate for Payment attached hereto as **Exhibit E**. The City Representative shall review the expenditures and shall approve or deny them on behalf of the Public Parties within thirty (30) business days (which approvals shall not be unreasonably withheld). Invoices that have been approved by the City Representative or that are deemed approved shall be paid to the Developer exclusively from actual revenues of the Eagle Pass PID No. 1 Fund within ten (10) business days after the end of the next calendar month, provided funds are available in the Eagle Pass PID No. 1 Fund. If no funds are available in the Eagle Pass PID No. 1 Fund to pay approved costs of Public Infrastructure, such costs will accrue with interest at a rate of [_____%] until paid on a first-in-first-out basis in accordance with the requirements of Section 3.8. The Parties will use all reasonable efforts to resolve disputes within thirty (30) business days, after which time the Developer may pursue its remedies under this Agreement. If the dispute is not resolved within said thirty (30) business days, then Developer may request that the dispute be submitted to the City Council for resolution, The decision of the City Council shall be final.

Section 3.13 Records. Each Party shall maintain complete books and records showing its compliance with its obligations, its satisfaction of performance criteria for incentives under this Agreement, which books and records shall be deemed complete if kept in accordance with generally acceptable accounting principles. Such books and records shall be available for examination by the duly authorized officers or agents of the inspecting Party during normal business hours upon request made not less than ten (10) business days prior to the date of such examination. Each Party shall maintain such books and records throughout the term of this Agreement. Upon written request by a Party not more than once per year, the Party in receipt of the request shall give the requesting Party access to all records controlled by, or in the direct or indirect possession of, the Party (other than records subject to legitimate claims of attorney-client privilege) relating to that Party's compliance with performance criteria or obligations and permit the inspecting Party to review such records in connection with conducting a reasonable audit of such conditions. Any discrepancy in grant or reimbursement payments found in the audit shall be submitted to the audited Party for review and each Party shall make appropriate adjustment in incentive payments during the next payment period.

Section 3.14. Remaining Balance. Any balance remaining in the TIRZ No. 1 Fund upon expiration of the Term of the TIRZ No. 1 that is not otherwise legally committed to any of the payments set forth in Section 3.8 above shall be returned to the City and the County, as required by the Act.

ARTICLE IV.
MISCELLANEOUS

Section 4.1 Term. This Agreement shall expire at the end of the Term of the TIRZ No. 1. This Agreement may also terminate by a full reimbursement of City-accepted Public Infrastructure and a written statement by the Developer that no additional Public Infrastructure will be initiated, full payment of the Assessments, or in accordance with the Development Agreement.

Section 4.2 Assignment.

(a) The Developer has the right, from time to time without the consent of the City, but upon written notice to the City, to assign this Agreement, in whole or in part, including any obligation, right, title, or interest of the Developer under this Agreement, to the following (an "Assignee"): (i) any person or entity that is or will become an owner of or who leases any portion of the Property; or (ii) any entity that is controlled by or under common control with the Developer. Each assignment shall be in writing executed by the Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the City within 15 days after execution. From and after such assignment and notwithstanding anything to the contrary in this Agreement, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Developer shall not be released until the City receives such assignment. An Assignee shall be considered the "Developer" and a "Party" for the purposes of this Agreement.

(b) The Developer has the right, from time to time without the consent of the City, but upon written notice to the City, to assign any receivables due under this Agreement, in whole or in part, to any person or entity. Each assignment of receivables shall be in writing executed by the Developer and the assignee. A copy of each assignment of receivables shall be provided to the City within 15 days after execution. From and after such assignment and notwithstanding anything to the contrary in this Agreement, the City shall pay any such receivables assigned to the assignee named in such assignment. If a copy of the assignment of receivables is not received by the City within 15 days after execution, the City may pay the Developer and the City shall not be liable to the assignee for any reason and the Developer shall be liable for the payment of all payments made by the City to the Developer of the assigned receivables until the City receives notice of such assignment. Provided, however, that notwithstanding the above, Developer shall be limited to a maximum of six (6) such assignments and any additional assignments after the sixth such assignment shall require the consent of the City.

Section 4.3 Collateral Assignment. The Developer shall have the right to collaterally assign, pledge, or encumber, in whole or in part, to any lender as security for any loan in connection with development within the Property, all rights, title, and interests of the Developer to receive payments under this Agreement. Such collateral assignments (i) shall not require the consent of the Public Parties, (ii) shall require notice to the Public Parties together with full contact information for such lenders, (iii) shall not create any liability for any lender under this Agreement by reason of such collateral assignment unless the lender agrees, in writing, to be bound by this Agreement; and (iv) may give lenders the right, but not the obligation, to cure any failure of the Developer to perform under this Agreement. No collateral assignment shall relieve the Developer from any obligations or liabilities under this Agreement.

Section 4.4. Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given 30 days to perform. If the default cannot reasonably be cured within such 30-day period, and the Party in default has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the non-defaulting Party may, at its sole option, extend the period in which the default must be cured.

Section 4.5. Remedies. As compensation for the other Party's default, an aggrieved Party is limited to seeking specific performance, or other equitable relief available at law, of the other party's obligations under this Agreement. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT AND PREVENT THE DEVELOPER OR THE CITY FROM RECEIVING ANY REIMBURSEMENTS OR PAYMENTS DUE AND OWED TO THE DEVELOPER OR THE CITY UNDER THIS AGREEMENT, ANY ECONOMIC DEVELOPMENT AGREEMENT, ANY REIMBURSEMENT AGREEMENT, OR THE DEVELOPMENT AGREEMENT.

Section 4.6. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered:

To the City:	City of Eagle Pass, Texas Attn: City Manager 100 South Monroe Eagle Pass, Texas 78852
With a copy to:	Escamilla & Poneck, LLP Attn: Juan F. Aguilera 700 North St. Mary's Street, Suite 850 San Antonio, Texas 78205
To the Developer:	Empire Industrial Park, LLC Attn: Sonia Junfin 2076 North Veterans Boulevard, Suite D1 Eagle Pass, Texas 78852
With a copy to:	Winstead PC Attn: Dan Martinez 112 East Pecan Street, Suite 725 San Antonio, Texas 78205
To the Board:	Tax Increment Reinvestment Zone Number One Attn: Board of Directors 100 South Monroe Eagle Pass, Texas 78852
With a copy to:	Escamilla & Poneck, LLP Attn: Juan F. Aguilera 700 North St. Mary's Street, Suite 850 San Antonio, Texas 78205

Any Party may designate a different address at any time upon written notice to the other Parties.

Section 4.7. Governing Law and Venue. This Agreement shall be interpreted and the rights of the Parties hereto determined in accordance with the laws of the State of Texas without regard to the conflicts of laws or principles thereto, and venue shall be in the District Court in Maverick County, Texas.

Section 4.8. Compliance with Laws. The City and Developer shall comply in all material respects with all applicable laws in connection with the development and construction of the Property.

Section 4.9. Entire Agreement; Severability. This Agreement and the Development Agreement constitute the entire agreement between the Parties and supersede all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

Section 4.10. Amendment. Except as expressly set forth herein, this Agreement may not be amended or terminated without the written consent of the Parties hereto.

Section 4.11. Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor has there been any estoppel to enforce any provision of this Agreement, except by written instrument of the Party charged with such waiver or estoppel.

Section 4.12. Third-Party Beneficiaries. The District is a third-party beneficiary of this Agreement. With the exception of the District, the Parties hereto intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual other than the Parties hereto and their permitted assigns.

Section 4.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

Section 4.14. Headings. The headings of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 4.15. Draftsmanship and Interpretation. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. In the event of a dispute or disagreement arising under this Agreement, this Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted for or against any party on the ground that such party drafted or caused to be drafted this Agreement.

Section 4.16. Conflicts. To the extent there is a conflict between the terms of this Agreement and the TIRZ No. 1 Ordinance, the terms of the TIRZ No. 1 Ordinance shall control.

Section 4.17. Estoppel Certificate. Within 30 days after the receipt of a written request by Developer on any Transferee, the City will certify in a written instrument duly executed and acknowledged to any person, firm or corporation specified in such request as to (i) the validity and force and effect of this Agreement in accordance with its terms, (ii) modifications or amendments to this Agreement and the substance of such modification or amendments; (iii) the existence, to the best of the City's knowledge, of any Default hereunder; and (iv) such other factual matters that may be reasonably requested (which may, at the City's discretion, be qualified with necessary and appropriate knowledge qualifications).

Section 4.18. Verification of Statutory Representations and Covenants.

The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (collectively, the *Covered Verifications*), in entering into this Agreement. As used in such verifications, *affiliate* means an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended. The foregoing representation excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Texas Government Code, as amended.

No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Texas Government Code, as amended.

No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Texas Government Code, as amended.

Section 4.19. Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

Section 4.20. Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A-1	Legal Description and Depiction of the Property
Exhibit A-2	Legal Description and Depiction of the Additional Property
Exhibit B	County Participation Agreement
Exhibit C	Public Infrastructure Depictions
Exhibit D	Current Estimate of Public Infrastructure
Exhibit E	Form of TIRZ Certificate for Payment

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts, each of equal dignity, to be effective as of the date first written above.

CITY:

CITY OF EAGLE PASS, TEXAS

By:___________________________________
Name: ________________________________
Title: Mayor
Date:__________________________________

ATTEST

____
Name: ________________________________
Title: City Secretary

STATE OF TEXAS §
COUNTY OF MAVERICK §

This instrument was acknowledged before me on this ____ day of ________ 2025, by _________________, Mayor of the City of Eagle Pass, Texas, on behalf of said City.

____
Notary Public, State of Texas

[SEAL]

REINVESTMENT ZONE NUMBER ONE,

CITY OF EAGLE PASS, TEXAS

By:___________________________

_______________________, Board Chairman

STATE OF TEXAS	§
	§
COUNTY OF MAVERICK	§

This instrument was acknowledged before me on this ____ day of ____________, 2025 by ________________, the Board Chairman of the Reinvestment Zone Number One, City of Eagle Pass, Texas, on behalf of said entity.

____
Notary Public - State of Texas

DEVELOPER:

EMPIRE INDUSTRIAL PARK, LLC
A TEXAS LIMITED LIABILITY COMPANY

By: ___________________________________
Name: _________________________________
Title: __________________________________

STATE OF TEXAS §
§
COUNTY OF MAVERICK §

This instrument was acknowledged before me, on the _____ day of ___________, 2025, by ____________, the ___________ of Empire Industrial Park, LLC, a Texas limited liability company, on behalf of said company.

____
Notary Public in and for the State of Texas

[SEAL]

EXHIBIT A-1

PROPERTY DESCRIPTION AND DEPICTION

EXHIBIT A-2

ADDITIONAL PROPERTY DESCRIPTION AND DEPICTION

EXHIBIT B

COUNTY PARTICIPATION AGREEMENT

[See attached]

EXHIBIT C

PUBLIC INFRASTRUCTURE DEPICTIONS

[See Attached]

EXHIBIT D

CURRENT ESTIMATE OF PUBLIC INFRASTRUCTURE

[See Attached]

EXHIBIT E

FORM OF TIRZ CERTIFICATE FOR PAYMENT

TIRZ No. 1 Certificate for Payment No. ___
[TIRZ No. 1 Fund]

The undersigned is a duly authorized representative for Empire Industrial Park LLC, a Texas limited liability company (the "Developer") and requests payment from the Eagle Pass PID No. 1 Fund of Reinvestment Zone Number One, City of Eagle Pass, Texas ("TIRZ No. 1") from the Board of Directors of TIRZ No. 1 (the "Board") and the City of Eagle Pass, Texas (the "City") in the amount of $__________________ for reimbursement of the costs of the TIRZ No. 1 projects (the "Public Infrastructure")

In connection to the above referenced payment, the Developer represents and warrants to the Board and the City as follows:

1. The undersigned is a duly authorized representative of the Developer, is qualified to execute this TIRZ Certificate for Payment on behalf of Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Public Infrastructure has not been the subject of any prior payment request submitted to the City, or if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the Public Infrastructure below is a true and accurate representation of the costs associated with construction of said Public Infrastructure, and such costs are in compliance with the TIRZ Project and Finance Plan.
4. The work with respect to the Public Infrastructure referenced below (or its completed segment) has been completed and the City representative(s) may begin inspection of the Public Infrastructure.
5. The Developer agrees to cooperate with the City representative(s) in conducting its review of the requested payment, and agrees to provide reasonable additional information and documentation as is reasonably necessary for the City representative(s) to complete said review including: (1) After City acceptance, an all-bills-paid affidavit and copies of invoices to be provided as supporting documentation, and the City acceptance letter; or (2) before City acceptance, an all bills paid affidavit, or lien release with copies of invoices and cleared checks.

Attached hereto, are necessary documentation to be evidence for actual costs incurred for the construction or acquisition of Public Infrastructure. I hereby declare that the above representations and warranties are true and correct.

DEVELOPER:

EMPIRE INDUSTRIAL PARK, LLC
A TEXAS LIMITED LIABILITY COMPANY

By: ___________________________________
Name: _________________________________
Title: __________________________________

EXHIBIT D

FORM OF MAINTENANCE AGREEMENT

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into on this the ______ day of __________________________, 2025, by and between the City of Eagle Pass, Texas (the "City"), a Texas home rule municipality and political subdivision, and Empire Property Association Inc. (the "Association" or the "POA"), a Texas property owners association organized and existing under laws of the State of Texas and having the powers and limitations provided under Title 11 of the Texas Property Code, for the purpose for providing the terms for the Association's maintenance of public roadways and storm drainage improvements within the hereinafter-defined District. The City and the Association are herein referred to individually as a "Party" and, together, as the "Parties".

W I T N E S S E T H

WHEREAS, the City has, pursuant to applicable law, created the Eagle Pass Public Improvement District No. 1 (the "District") on approximately 461 acres of land located within the City (such land, as more particularly described on Exhibit "A" attached hereto and made a part hereof, the "Land") to facilitate its development in phases as a mixed use, master-planned commercial development (such development, the "Project"); and

WHEREAS, through the District, the City will provide, by revenues resultant from assessments levied and imposed on certain property within the District, a mechanism for payment of a portion of the costs of certain public improvements, signage, monuments, common areas, and open space within the District that are necessary and incidental to Project development; and

WHEREAS, as a condition to its creation of the District and provision of the aforementioned mechanism to finance a portion of the costs of public improvements within the District, the City requires that the hereinafter-defined Association Maintenance Obligations be assumed by a non-City entity associated with the Project or the related costs be paid by or from District-associated resources to prevent these costs resultant from Project development, which the City has facilitated, from becoming a burden on the general revenues of the City and its residents and property owners that do not reside within or directly enjoy the benefits resultant from the District; and

WHEREAS, the City and the Developer (defined herein) entered into that certain Development Agreement, executed by the parties to be effective as of June 4, 2024, (the "Development Agreement") wherein the City agreed to maintain the Public Infrastructure (as defined in the Development Agreement); and

WHEREAS, the Project Developer has created the Association to provide services related to the developed Project as specified in the Association's bylaws, including assumption of the Association Maintenance Obligations in accordance with the provisions of this Agreement and payment of the associated costs from its fees collected from property owners within the District; and

WHEREAS, entry into this Agreement provides a mechanism for financing a portion of the costs of certain signage, monuments, common areas, and open space within the District that are necessary and incidental to Project development within the District, as provided in the Development Agreement; and

WHEREAS, the Parties, for the mutual consideration hereinafter stated, desire to enter into this Agreement, pursuant to which the Association assumes responsibility for Association Maintenance Obligations (which includes payment of the associated costs of such responsibilities); and

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

SECTION 1. Definition of Certain Terms. For purposes of this Agreement, the following terms shall have the ascribed meanings:

a. *Association Maintenance Obligations* shall mean the Association's obligation to maintain and operate any open spaces, nature trails, amenity centers, common areas, landscaping, screening walls, storm drainage improvements, Development signage, and any other common improvements or appurtenances within the Property that are not maintained or operated by the City.

b. *City TIRZ Contribution* means 75% of the annual revenues to which the City is entitled to collect as a result of its levy of ad valorem taxes on the Captured Appraised Value applicable to the City, all as provided in the Development Agreement.

c. *County* shall mean Maverick County, Texas.

d. *Developer* shall mean the "Developer", as such term is defined in the Development Agreement.

e. *Development Agreement* shall mean that certain "Development Agreement", executed by the City and the Developer to be effective as of June 4, 2024, between the City and the Developer relating to the Project.

f. *Engineer* shall mean the "Project Engineer" under Financing Agreement.

g. *Financing Agreement* means that "Eagle Pass Public Improvement District No. 1" (Improvement District #1) Financing Agreement among the Developer and the City dated as of November 1, 2025.

h. *Governing Regulations* has the meaning ascribed to such term in the Development Agreement.

i. *Public Improvements* shall mean, collectively, the Public Roads, and the Storm Drainage Improvements.

j. *Public Roads* shall mean all public roads and ways within the District, included associated public rights-of-way and other public access easements, all publicly accessible shoulders, sidewalks, and bridges, and drainage improvements related to any of the foregoing.

k. *Storm Drainage Improvements* shall mean trench excavation and embedment, trench safety, concrete box culverts, reinforced concrete pipe, manholes, junction boxes, drainage inlets, headwall and wingwall structures, related earthwork, excavation, erosion control and all other necessary appurtenances required to capture storm water runoff generated within the District.

l. *TIRZ* means the City of Eagle Pass, Texas Reinvestment Zone Number One created under the TIRZ Act, located within the Property and Additional Property.

SECTION 2. Association Agreement to Assume Association Maintenance Obligations. The Association hereby exclusively agrees, at its sole cost and expense, to assume, undertake, and be responsible for the accomplishment of the Association Maintenance Obligations, performed in accordance with the applicable provisions of the Governing Regulations. As to the extent required to accomplish the Association Maintenance Obligations, the City hereby grants to the POA (or its employees, agents, or contractors or subcontractors) authorization and permission reasonable access to City-owned property to incidental or necessary to the ongoing performance of the Association Maintenance Obligations.

SECTION 3. Annual Budget. The Association shall annually budget for the anticipated costs of performance of the Association Maintenance Obligations, which shall include (i) the costs of any necessary capital repair and major maintenance required to be undertaken or accomplished in the reporting period covered by such annual budget and (ii) adequate annual reserves to provide sufficient available sources of periodic major maintenance and capital repair and replacement in the POA's performance of the Association Maintenance Obligations. Until such time as the Association has obtained sufficient experience to formulate the anticipated Association Maintenance Obligations maintenance costs unassisted (herein determined to mean preparation of at least three annual budgets after the warranties for improvements whose ongoing maintenance is the responsibility of the POA as an POA Maintenance Obligation have expired), the Association shall enlist the Engineer's assistance in preparing its annual budget.

SECTION 4. Payment of Association Maintenance Obligations Maintenance Costs. To pay the costs of performing and accomplishing the Association Maintenance Obligations, the Association shall either (i) charge an annual fee to its property owners or (ii) prior to final build-out of the Project, collect funds from the Developer in an amount at least equal to the budgeted annual costs of performing the Association Maintenance Obligations. In determining the annual fee, the Association may take into account other funds then-available to the Association to pay such costs, if any. In the event that unforeseen circumstances shall arise during the course of a financial reporting that necessitate additional funding to pay the costs of performing the Association Maintenance Obligations (including reimbursement of the City for costs of emergency repairs made pursuant to Section 5 below), the Association shall either (i) impose upon its property owners a special assessment (which is a charge on such property owners separate and distinct from any assessment thereon levied by the City pursuant to Chapter 372, as amended, Texas Local Government Code) or (ii) prior to final build-out of the Project, collect funds from the Developer in an aggregate amount sufficient to pay such unanticipated and unbudgeted costs of performing Association Maintenance Obligations.

SECTION 5. City Inspection of Association Maintenance Obligations; Emergency Repairs. The City may, from time to time (but not more frequently than every 12 months), review the state of repair, condition, and cleanliness of the improvements for which the POA has maintenance responsibility hereunder and provide a written report of its findings to the Association. If the City, in its review, finds the condition of such improvements to not meet its standards for other similar public improvements owned and maintained by the City, then the City shall detail and deliver in writing to the Association the specific instances of failure. The Association shall have 30 days from receipt of this written notice to address or object to the specific failures in Association Maintenance Obligations maintenance identified by the City.

If the City is made aware of emergency safety conditions relative to an improvement for which the POA has responsibility of maintenance, the City will notify the Association and request that the necessary repairs to mitigate the identified safety condition(s) be completed. Upon notification, the Association shall have 3 days to mitigate the identified safety condition(s). If, however the Association is unable to or fails to begin addressing the identified safety condition(s) within a reasonable time after notification, then the City may make repairs to such improvement as needed and without further notification to the Association or the owners of property within the District to address the conditions of emergency or safety. Within 30 days of completion of emergency repairs to improvements, the City shall notify the Association of the reasons for its making the repairs and the costs thereof.

SECTION 6. City Funding of Association Maintenance Obligations. The Parties intend that Association revenues realized in accordance with Section 4 hereof shall be sufficient to cover the costs of the Association Maintenance Obligations. The Parties acknowledge, however, that the City may include as a component of its "maintenance assessment" levied and imposed on assessable property within the District pursuant to the District's Service and Assessment Plan, prepared and updated from time to time by the City Council of the City in accordance with applicable Texas law, the costs of maintaining the Public Improvements in the event the Association is unable or unwilling to fulfill its duties and obligations pursuant to the terms of this Agreement.

SECTION 7. City Agreement to Maintain Public Improvements.

a. *General*. The City hereby exclusively agrees to maintain the Public Improvements as provided in the Development Agreement.

b. *Public Roads*. Maintaining Public Roads shall include, but shall not be limited to, repairing, landscaping, trash removal, painting, striping of roadways, removal and disposal of roadkill, and other maintenance and repairs (including ongoing and recurring maintenance and repairs to mitigate the impacts of ordinary wear and tear) necessary to keep the Public Roads at all times in a state of cleanliness, full repair, good operating condition, and safely accessible by emergency vehicles.

In addition, and on intervals not less frequent than once every three years (but to occur earlier and as soon as reasonably practicable if requested by the City), the Association shall engage the Project Engineer to inspect each Public Road, evaluating the Public Roads in the categories of cracking, sub-base condition, drainage, surface condition, and distortion, for the purpose of ascertaining the presence and extent of significant damage to Public Roads (being damage beyond ordinary wear and tear). The inspection shall include recommended repairs in the event that significant damage to Public Roads is therein identified. The Engineer shall deliver the results of the inspection to the Association within 15 days after the completion of the inspection. The Association shall then have no more than 15 days to provide a written plan for the manner and timing of implementation of the Engineer's commercially reasonably recommendations (the "Proposed Road Improvement Plan") to the Engineer. Upon receipt of the Proposed Road Improvement Plan, the Engineer shall either approve or deny the Proposed Road Improvement Plan, allowing the Association 10 days to revise the Proposed Road Improvement Plan to meet the Engineer's approval. Upon approval by the Engineer, the results of the Engineer's inspection, including the Association's Proposed Road Improvement Plan approved by the Engineer (such plan, the "Road Improvement Repair Plan"), shall be delivered to the City not later than 30 days from the Association's receipt of the final inspection from the Project Engineer. The City shall approve or deny the Road Improvement Repair Plan within 30 days, provided, however, that if the City has not acted upon the Road Improvement Repair Plan within 30 days, it shall be deemed to be approved. The Road Improvement Repair Plan is subject to approval by the City and, once approved, shall be binding upon the Association.

The foregoing shall be undertaken in a manner that is consistent with generally accepted practices of road replacement, repair, and maintenance professionals undertaking similar actions at the same time and in the same geographical region.

c. *Storm Drainage Improvements*. Maintaining Storm Drainage Improvements shall mean keeping in good structural condition all Storm Drainage Improvements and repairing and addressing any defects in or to the Storm Drainage Improvements that, if left unrepaired or unaddressed, might impair their hydraulic capacity or structural soundness, to include:

i. Maintaining access to the Storm Drainage Improvements for maintenance and inspection;

ii. Repairing defects in the storm drainage piping system, including leaking pipe joints, deflection of flexible pipe diameter in excess of 5%, pipe structural failure, or other defects;

iii. Removing obstructions from any inlet and outlet structures;

iv. Repairing concrete channel lining, pilot channels, rock rip-rap (including replacement, as needed, to maintain rock layer thickness, as designed), gabions or any other channel lining material and to repair any defects in the channel lining material including undermining, excessive cracking and settlement, structural failure, or other defects;

v. Repairing channels, ditches and detention or retention ponds and to repair erosion in same by backfilling the eroded area and re-establishing protective vegetation or by armoring the eroded area with gabions, rock rip-rap, concrete or other material approved by the Engineer;

vi. At least annually, removing willows, cottonwoods or other "woody" vegetation from channels, ditches, detention ponds and retention ponds;

vii. As frequently as required to prevent grassy vegetation from exceeding a height of more than one foot, mowing ditches, earthen channels and detention or retention ponds; and

viii. Removing, as needed, accumulated debris, trash or sediment (with sediment accumulations in detention ponds not to exceed 18-inches before removal is required).

The Association shall periodically (as needed based on weather conditions, but no less frequently than every 90 days) inspect or cause the inspection of all Storm Drainage Improvements to determine the necessity of action to address needed maintenance or repair. Remedial action shall be taken within 30 days of the Association's awareness of an issue (meaning that the Association shall commence necessary maintenance or repairs within 30 days of such awareness and diligently work toward their completion). At least annually, the Association shall commission the Engineer to complete a written inspection report concerning the condition and functionality of the Storm Drainage Improvements, deliver a copy of such report to the City, and take action, as described above, within 30 days of delivery of such report to address any identified deficiencies in, or recommendations concerning functionality or performance of, the Storm Drainage Improvements.

SECTION 8. City Funding of Public Improvements Maintenance Costs. Upon final inspection, approval, and acceptance of the roadway Authorized Improvements required under the Development Agreement or any portion thereof, the City shall maintain and operate the public roadways and drainage improvements. The Developer and the City shall agree to an annual operations and maintenance budget ("O&M Budget") for the Development for each year by December 1 of the prior year. The O&M Budget is to be funded by the City's ad valorem revenue net of the City TIRZ Contribution, City sales tax and personal property tax revenues generated in the Development, and excess TIRZ Revenues that are received in excess of budget amounts ("City Revenues"). Should the agreed upon O&M Budget exceed the projected City Revenues, the POA agrees to make a payment equal to the excess costs. Should the actual costs of the operations and maintenance for the Development exceed the O&M Budget, the excess costs will be funded 50% each by the POA and the City. The POA will be responsible for its portion of the maintenance described in this Section 8 so long as a TIRZ is in existence and upon expiration, the maintenance of the roads shall be the sole responsibility of the City.

SECTION 9. Power and Authority. Each Party represents to the other that it has full power and authority to execute, deliver and perform its obligations hereunder and that the respective governing body of each Party has taken all necessary action on its part required to authorize the execution and delivery hereof and its performance hereunder.

SECTION 10. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Agreement to be made, given or furnished to or filed with the following persons, if the same shall be delivered in person or duly mailed by first-class mail, postage prepaid or duly transmitted by electronic mail, at the following physical or email addresses:

(a) To Association at:

Empire Property Association Inc.
2076 North Veterans Boulevard, Suite D1
Eagle Pass, Texas 78852
PHONE
EMAIL

With a copy to:
NAME
ADDRESS
PHONE
EMAIL

(b) To City at:

Attn: City Manager
City of Eagle Pass
100 South Monroe Street
Eagle Pass, Texas 78852

With a copy to:
Attn: City Attorney
City of Eagle Pass
100 South Monroe Street
Eagle Pass, Texas 78852

And to:
Attn: Juan Aguilera
Escamilla & Poneck, LLP
700 North St. Mary's Street, Suite 850

San Antonio, Texas 78205

If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the City shall constitute a sufficient notice.

SECTION 11. Severability. If any terms or provisions of this Agreement or the application of any terms or provisions of this Agreement to a particular situation, are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement or the application of such terms or provisions of this Agreement to other situations, will remain in full force and effect unless amended or modified by mutual consent of the Parties; provided that, if the invalidation, voiding or unenforceability would deprive either Party of material benefits derived from this Agreement, or make performance under this Agreement unreasonably difficult, then the Parties will meet and confer and will make good faith efforts to amend or modify this Agreement in a manner that is mutually acceptable to the Parties.

SECTION 12. Amendment. No amendment, modification, or alteration of the terms of this Agreement will be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

SECTION 13. Binding Agreement; Successors and Assigns. This Agreement will be binding upon and inure to the benefit of each of the Parties and their respective successors and permitted assigns.

SECTION 14. Correction of Technical Errors. If, by reason of inadvertence, and contrary to the intention of the Parties, errors are herein made in the legal descriptions or the references thereto or within any exhibit with respect to the legal descriptions, in the boundaries of any parcel in any map or drawing which is an exhibit, or in the typing of this Agreement or any of its exhibits or any other similar matters, the Parties by mutual agreement may correct such error by memorandum executed by them without the necessity of amendment of this Agreement.

SECTION 15. Governing Law and Venue. The laws of the State and the rules and regulations issued pursuant thereto shall govern the validity, construction, enforcement, and interpretation of this Agreement, without regard to conflict of law provisions. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by proceedings instituted and litigated in a State court of competent jurisdiction sitting in Eagle Pass, Texas, the County Seat of Maverick County, and the Parties hereto expressly consent to the venue and jurisdiction of such court. Any provision included or incorporated herein by reference that conflicts with said laws, rules and regulations shall be null and void and shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise.

SECTION 16. No Waiver of Sovereign Immunity. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE THE SOVEREIGN IMMUNITY OF THE CITY. THE CITY IS ENTERING INTO THIS AGREEMENT IN ITS GOVERNMENTAL FUNCTION AND CAPACITY AND THIS AGREEMENT DOES NOT CONSTITUTE AN EXERCISE OF THE CITY'S REGULATORY POWERS (E.G., REGULATORY APPROVALS OR IN ANY OTHER REGULATORY CAPACITY). THE ASSOCIATION ACKNOWLEDGES THAT THE CITY CANNOT CONTRACT IN ANY MANNER REGARDING THE EXERCISE, AND NOTHING CONTAINED HEREIN CONSTITUTES THE CITY'S EXERCISE, OF ITS REGULATORY POWERS OR A WAIVER OF ITS SOVEREIGN IMMUNITY PROTECTIONS.

SECTION 17. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed original and all of which, when taken together, shall constitute one and the same document.

SECTION 18. No Personal Liability. None of the members of the City Council of the City, the Association's governing body, or any officer, agent, or employee of either Party shall be charged personally by the other Party with any liability, or be held liable to the other Party under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Agreement.

SECTION 19. Recordation. This Agreement, upon execution by both Parties, shall be recorded in the real property records maintained by the Clerk of the Maverick County.

SECTION 20. Effective Term. This Agreement shall be effective as of its date, shall be perpetual and shall encumber and run with the Land; provided however, that the City may terminate this Agreement at any time, without cause, by providing ninety (90) days advance notice to the Association.

* * *

EXECUTED by the Parties hereto to be effective as of ______________________, 2025.

ADDRESSES OF PARTIES:	CITY OF EAGLE PASS, TEXAS
100 South Monroe Street Eagle Pass, Texas 78852	By:___________________________________ Name: ________________________________ Title: _________________________________
	EMPIRE PROPERTY ASSOCIATION INC.
2076 North Veterans Boulevard, Suite D1 Eagle Pass, Texas 78852	By:___________________________________ Name: ________________________________ Title: _________________________________

Signature page to Maintenance Agreement

THE STATE OF TEXAS §
§
COUNTY OF MAVERICK §

This instrument was acknowledged before me on the ______ day of _________________, 2025, by ______________________, ________________________ of City of Eagle Pass, Texas, a home rule city, body corporate and a political subdivision of the State of Texas, on behalf of the City of Eagle Pass, Texas.

____
Notary Public in and for
the State of Texas

____
(Printed Name of Notary)

My Commission Expires:_____________________

THE STATE OF TEXAS §
§
COUNTY OF MAVERICK §

This instrument was acknowledged before me on the _______ day of _________________, 2025, by ____________________, ____________________________ of Empire Property Association Inc.

____
Notary Public in and for
the State of Texas

____
(Printed Name of Notary)

My Commission Expires:_____________________

Notary Page

EXHIBIT E

FORM OF LANDOWNER AGREEMENT

LANDOWNER AGREEMENT

This LANDOWNER AGREEMENT (the "Agreement"), is entered into as of November 1, 2025, among the City of Eagle Pass, Texas (the "City"), a home rule municipality of the State of Texas (the "State"), and [NAME OF LANDOWNER] (the "Landowner")[, a Texas limited liability company].

RECITALS

WHEREAS, Landowner owns the assessed parcel(s) described by a metes and bounds description attached as Exhibit A to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in Exhibit A ([collectively,]the "Landowner Parcel") which is wholly within with the Eagle Pass Public Improvement District No. 1 (the "District") in the City; and

WHEREAS, the City Council of the City of Eagle Pass, Texas (the "City") has adopted an assessment ordinance for the Authorized Improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan and Assessment Roll included as an exhibit to the Assessment Ordinance (together, the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on each Assessed Property in the District (as identified in the Service and Assessment Plan) that will be pledged as the security for the payment of bonds or other obligations (the "Bonds") to be issued by the City via the Eagle Pass Public Improvement District No. 1, or to be used as a source of repayment of City obligations arising under a reimbursement agreement, if any, for the purpose of paying the costs of constructing the Authorized Improvements that will benefit the Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as Exhibit B and which are incorporated herein for all purposes, include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the a person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

ARTICLE I. DEFINITIONS; APPROVAL OF AGREEMENTS

A. Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

B. Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

ARTICLE II. AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are wholly within the District, all as shown on Exhibit A, and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits to the Landowners Parcel by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the PID on the Landowner's Parcel within the District, as shown on the assessment roll attached as Exhibit F-1 and Exhibit G-1 to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount in excess of the Assessment levied on the Landowner's Parcel within the District, as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of any mandatory prepayment event as may be provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of a Landowner's Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner's Parcel;

(ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under State law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Covenants, Conditions and Restrictions attached hereto as Exhibit B shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of San Patricio County, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the City to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as Exhibit B shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of San Patricio County, Texas;

(iii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases any Landowner's Parcel owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on Exhibit C to this Agreement. Such compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as Exhibit B.

ARTICLE III. OWNERSHIP AND CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

A. Ownership and Transfer of Authorized Improvements. Landowner acknowledges that all of the Authorized Improvements and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Authorized Improvements.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Developer, grant and convey to the City or Developer and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the property within the District, to stage on the property within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Authorized Improvements cause such owner of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of San Patricio County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Improvement Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Improvement Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Assessments.

ARTICLE IV. COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner. Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Maverick County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the property within the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Authorized Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

C. Notices. Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City:	Attn: City Manager City of Eagle Pass, Texas 100 South Monroe Street Eagle Pass, Texas 78852
With a copy to:	Attn: City Attorney City of Eagle Pass, Texas 100 South Monroe Street Eagle Pass, Texas 78852
And to:	Attn: Juan F. Aguilera Escamilla & Poneck, LLP 700 N. St. Mary's Street, Suite 850 San Antonio, Texas 78205
To the Landowner:	
With a copy to:	

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest. This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel, and any such Assignment does not void any of the findings made in this Agreement. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of bonds issued by the City to finance the costs of the Authorized Improvements and which are secured by a pledge of the Assessments or any part thereof, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Maverick County, Texas.

E. Amendments. This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Maverick County, Texas.

F. Effective Date. This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the later of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels. Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner's Parcel, and whether any party is then in default hereunder.

H. Termination. This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Assessment(s) against such Landowner's Parcel.

[Signature pages to follow]

EXECUTED by the City and Landowner on the respective dates stated below.

Date: ___________________

CITY OF EAGLE PASS, TEXAS

By: ____________________________
Mayor

ATTEST:

By: _______________________
City Secretary

Landowner

____

A Texas ______________________

By [signature]: _________________

Print Name: ___________________,
its _______________

STATE OF TEXAS §
§
COUNTY OF _________________ §

This instrument was acknowledged before me on the ____ day of ________________, _____ by ________________ in his/her capacity as ____________ of _______________, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of ____________ of _______________________.

____
Notary Public, State of Texas

My Commission Expires:

____

LANDOWNER AGREEMENT – EXHIBIT A

METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

RESOLUTION NO. 2026-__R

A Resolution of the City Council of the City of Eagle Pass, Texas, Amending the Purchasing Policy to Reflect the September 1, 2025 Amendments to Chapter 252, Texas Local Government Code

WHEREAS, Chapter 252 of the Texas Local Government Code establishes the requirements for competitive bidding and proposals for municipal expenditures; and

WHEREAS, the Texas Legislature amended Chapter 252, effective September 1, 2025, to increase the statutory threshold requiring formal competitive solicitation from $50,000 to $100,000.00; and

WHEREAS, the City of Eagle Pass desires to align its Purchasing Policy and internal approval procedures with current State law; and

WHEREAS, Resolution No. 2020-40R previously amended related purchasing limits and local vendor preference provisions;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Eagle Pass, Texas, that:

SECTION 1. The City's Purchasing Policy is hereby amended to reflect the new $100,000 threshold for formal procurement requirements under Chapter 252.

SECTION 2. All references to the former $50,000.00 limit shall be replaced with $100,000.00, and all corresponding approval levels shall be updated to conform with current State law.

SECTION 3. The City of Eagle Pass, Purchasing Policy should be updated to reference this Resolution.

READ, PASSED, AND APPROVED, this 4th day of November, A.D., 2025.

ATTEST:

Aaron Valdez	Erika Rodriguez
Mayor	City Secretary

CORE MESSAGING DELIVERABLES

MISSION STATEMENT

We exist to serve the citizens of Eagle Pass by fostering a united, resilient, and vibrant border community where growth, safety, and cultural pride thrive.

VISION STATEMENT

To be a dynamic and welcoming city where families flourish, businesses thrive, and our unique border heritage creates opportunities for everyone.

VALUES (BRAND PILLARS)

Note: These can be turned into icons for visual design later.

1. **Unity First** – We work together across departments, borders, and cultures for the good of all residents and community.
2. **Service-Centered** – Our people are our priority. We listen, respond, and serve with care.
3. **Border Proud** – Our heritage is our strength. We embrace our bicultural identity and shared story.
4. **Transparent Leadership** – We build trust through open communication and accessible government.
5. **Progress with Purpose** – We champion smart, intentional growth that elevates quality of life.
6. **Safe & Welcoming** – We provide a secure, family-friendly environment where everyone belongs.

TAGLINE OPTIONS

Topline Tagline Options

Option 1

Eagle Pass: Rooted in Culture. Rising with Purpose.

Thinking:

- **Tone:** Confident, forward-thinking, reflective
- **Strengths:** Emphasizes both heritage and growth; poetic without being vague
- **Use Case:** Best for civic pride campaigns, strategic plans, long-term vision docs
- **Potential Weakness:** Slightly more abstract for signage or tourism

Option 2

The Soul of the Border – The Gateway to Texas.

- **Tone:** Poetic, proud, emotionally evocative
- **Strengths:** Blends cultural identity and geography; emotional and memorable
- **Use Case:** Powerful in video voiceovers, civic marketing, storytelling
- **Potential Weakness:** Less punchy in logo lockups

Option 3

Where Culture Connects & Opportunity Grows

- **Tone:** Inclusive, optimistic, warm
- **Strengths:** Speaks to business, families, and cultural richness
- **Use Case:** Economic development, homepage hero line, brochures
- **Potential Weakness:** Less emotionally stirring than others

<u>Option 4</u>

Come for the Culture. Stay for the Community.

- **Tone:** Welcoming, conversational, people-first
- **Strengths:** Very relatable; implies pride and retention
- **Use Case:** Relocation campaigns, tourism, social media
- **Potential Weakness:** Less strong as a standalone city brand identity

ONE-LINER (Elevator Pitch)

"Eagle Pass is a resilient, family-first border city where rich culture, safe living, and economic opportunity come together. We're a thriving community that's proud of its past and excited for what's next."

RFP #2025-035 Union Pacific Railroad Quiet Zone

Purchasing Manager Tabulation

Name: Mario Salinas, Daniel Ibarra, Victor Rodriguez, Eduardo Soto, Ignacio Hinojosa

Date: 10/28/2025

Signature Heber Ruiz

*** RATE USING 1 POINT INCREMENTS PLEASE**

Evaluation Criteria	MAXIMUM RATING *	AG3	UGARTECHEA UNIVERSAL TRADING COMPANY LLC			
		Firms Listed in Alphabetical Order				
Cost for Services	200	145	161			
Professional Experience of Key Personnel	150	127	93			
Relevant Experience/ Similar Projects	100	83	50			
References	50	44	31			
TOTAL POINTS	*500*	*399*	*335*			

Member Recommendation: AG3

Panel Recomends AG3

RFA#2025-030 – Primary Depository Services

Purchasing Manager Tabulation

Name: Felix Castillo, Valeria Mendoza, Jorge Olveda, Claudia Ortega, Martha De Hoyos

Date: 9/17/2025

Signature Heber Ruiz (Purchasing Manager)

* RATE USING 1 POINT INCREMENTS PLEASE	Firms Listed in Alphabetical Order					
Evaluation Criteria	MAXIMUM RATING *	IBC	PNC			
Ability to Perform & Provide Required Services (online banking portal, ACH, wires, fraud protection, collections, safekeeping, etc.)	100	83	100			
Cost of Services (fees, waivers, transition costs, incentives)	100	75	93			
Interest/Earnings (interest rates on accounts, earnings credit rate, ability to waive balance assessments)	75	50	72			
Transition & Incentives (retention offers, scanners, tamperproof bags, fee waivers)	50	41	50			
Financial Strength & Stability (capitalization, credit rating, public fund experience)	50	38	50			
Convenience of Location(s) (local branch presence, proximity to City Hall, branch services)	50	49	50			
Previous Service Relationship with City (if any)	25	25	21			
References Provided & Quality of Services	25	24	21			
Completeness of Application (accuracy, disclosures, certifications, signed forms)	25	22	25			
TOTAL POINTS	*500*	*407*	*482*			
Member Recommendation:	PNC					

All individual panel members scored PNC Bank higher than the other proposer. Based on the collective scoring and consensus of the evaluation panel, the panel formally recommends moving forward with PNC Bank for this award.

While some panel members expressed appreciation for the customer service that IBC provides, the consensus was that PNC Bank will further benefit the City by better meeting the City’s overall financial needs.

18	20		
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10	10		
8	10		
10	10		
5	5		
5	5		
5	5		
15	20	83	100
15	20	75	93
10	15	50	72
6	10	41	50
8	10	38	50
10	10	49	50
5	2	25	21
5	3	24	21
5	5	22	25
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5	4		

4	5
5	5

RFQ #2025-016 – Professional Consulting Services for Safe Streets and Roads for All (SS4A) Safety Action Plan

Purchasing Managr Tabulation

Name: Placido Madera, Eduardo Soto, Daniel Ibarra, Emily Saucedo, Ricardo Gutierrez

Date: 10/24/2025

Signature Heber Ruiz

**** RATE USING 1 POINT INCREMENTS PLEASE***

		Firms Listed in Alphabetical Order		
Evaluation Criteria	MAXIMUM RATING *	FORESITE GROUP	LJA ENGINEERING	TJKM
Specialized Experience, Technical Competence & Qualification	125	115	115	118
Technical CompetenceKnowledge & Experience w/ Municipalities & Federal Programs	100	100	95	100
Staffing Plan & Key Personne	100	92	98	89
Project Methodology & Work Plan	75	75	69	75
Ability to Perform on Time	50	50	48	49
References & Performance Records	50	50	50	50
TOTAL POINTS	*500*	*482*	*475*	*481*

Member Recommendation: 3 out of 5 panel members recommend TJKM

Though Foresite is the highest ranking overall, 3/5 Panel members recommend TJKM.

THIS IS NOT AN INVOICE

Order Form
Prepared for
Eagle Pass, TX

Granicus Proposal for Eagle Pass, TX

ORDER DETAILS

Prepared By:	Esteban Bonilla
Phone:	
Email:	esteban.bonilla@granicus.com
Order #:	Q-457476
Prepared On:	26 Jun 2025
Expires On:	30 Sep 2025

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	30 Sep 2025
Initial Order Term End Date:	30 Sep 2028
Period of Performance:	01 Oct 2025 - 30 Sep 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
SmartGov Licensing	Annual	1 Each	$0.00
SmartGov Code Enforcement	Annual	1 Each	$0.00
SmartGov Connector BlueBeam	Annual	1 Each	$1,075.77
SmartGov Connector Financial	Annual	1 Each	$1,075.77
SmartGov Connector Merchant	Annual	1 Each	$1,075.77
SmartGov - Enterprise	Annual	1 Each	$27,606.70
SmartGov Permitting	Annual	1 Each	$0.00
		SUBTOTAL:	**$30,834.01**

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Oct 2026 - 30 Sep 2027	01 Oct 2027 - 30 Sep 2028
SmartGov Licensing	$0.00	$0.00
SmartGov Code Enforcement	$0.00	$0.00
SmartGov Connector BlueBeam	$1,183.35	$1,301.68
SmartGov Connector Financial	$1,183.35	$1,301.68
SmartGov Connector Merchant	$1,183.35	$1,301.68
SmartGov - Enterprise	$30,367.37	$33,404.11
SmartGov Permitting	$0.00	$0.00
SUBTOTAL:	**$33,917.42**	**$37,309.15**

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE: : HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/

PRODUCT DESCRIPTIONS

Solution	Description
SmartGov Licensing	Annual subscription for SmartGov Licensing Module for contractor registration, rental registration, business licensing.
SmartGov Code Enforcement	Annual subscription for SmartGov Code Enforcement Module for managing service requests and complaints.
SmartGov Connector BlueBeam	The SmartGov Bluebeam connector provides the ability to check out documents for plan review and markup using the subscriber's Bluebeam subscription. Bluebeam Studio is the repository for Bluebeam Projects and Sessions. Only one license/subscription is required for each jurisdiction.
SmartGov Connector Financial	The SmartGov Financial Connector outputs a financial extract with a pre-determined format which may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable. The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.
SmartGov Connector Merchant	Connection to one merchant in the back office and/or portal from a list of available options. Subscriber remains responsible for the relationship with the provider.
SmartGov - Enterprise	Annual subscription to SmartGov software for: Permitting, Licensing, and Code Enforcement. Subscription includes the Public Portal.
SmartGov Permitting	Annual subscription for SmartGov Permitting Module for building and planning permits, inspections, and contacts.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-457476 dated 26 Jun 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Eagle Pass, TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Client may terminate this Agreement for convenience upon providing at least 30 days' written notice to Granicus.
- Client is permitted to terminate this Agreement during the subscription term for lack of appropriation so long as Client has made best efforts to secure the necessary consents for renewal and obtain appropriate funds for payment of the fees.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-457476 dated 26 Jun 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Eagle Pass, TX	
Signature:	
Name:	
Title:	
Date:	