

NEW ISSUE

NOT RATED

THE BONDS ARE INITIALLY OFFERED ONLY TO “ACCREDITED INVESTORS” (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933) AND “QUALIFIED INSTITUTIONAL BUYERS” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT OF 1933). SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS.”

In the opinion of Bond Counsel, interest on the Bonds will be excludable from gross income for federal income tax purposes under statutes, regulations, published rulings, and court decisions existing on the date hereof, subject to the matters described under “TAX MATTERS” herein, including the alternative minimum tax on certain corporations.

**\$11,833,000*****CITY OF LAVON, TEXAS,****(a municipal corporation of the State of Texas located in Collin County)****SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024****(ELEVON PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2A-2B PROJECT)****Dated Date: Delivery Date****Interest to Accrue from Delivery Date (defined below)****Due: September 15, as shown on the inside cover**

The City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2024 (Elevon Public Improvement District Improvement Area #2A-2B Project) (the “Bonds”), are being issued by the City of Lavon, Texas (the “City”). The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$100,000 of principal amount and any integral multiple of \$1,000 in excess thereof. The Bonds will bear interest at the rates set forth on the inside cover page hereof, and such interest will be calculated on the basis of a 360-day year of twelve 30-day months and will be payable on each March 15 and September 15, commencing March 15, 2025*, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York. No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry-only system is maintained, the principal of and interest on the Bonds will be paid from the sources described herein by Wilmington Trust, National Association, as trustee (the “Trustee”), to Cede & Co. as the registered owner thereof. See “BOOK-ENTRY-ONLY SYSTEM.”

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), an ordinance expected to be adopted by the City Council of the City (the “City Council”) on October 15, 2024, and an Indenture of Trust, dated as of November 1, 2024 (the “Indenture”), entered into by and between the City and the Trustee.

Proceeds of the Bonds will be used for the purpose of (i) paying a portion of the Improvement Area #2A Project Costs, (ii) paying a portion of the Improvement Area #2B Project Costs, (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. See “Improvement Area #2A-2B Authorized Improvements” and “APPENDIX B — Form of Indenture.” Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

Payment of the Bonds will be on parity with the payment of the outstanding Zone 1 Remainder Area Bonds (as defined herein). The Bonds will constitute valid and binding special, limited obligations of the City payable solely from and secured by the Trust Estate (as defined herein), including the Pledged Revenues (as defined herein, which consist primarily of the revenue from Assessments (as defined herein) levied against assessed parcels in Improvement Area #2A-2B of the Elevon Public Improvement District (the “District”) in accordance with a Service and Assessment Plan (as defined herein) and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. The Bonds are not payable from funds raised or to be raised from taxation. See “SECURITY FOR THE BONDS SIMILARLY SECURED.” The Bonds are subject to redemption at the times, in the amounts, and at the redemption prices more fully described herein under the subcaption “DESCRIPTION OF THE BONDS — Redemption Provisions.”

The Bonds involve a significant degree of risk and are not suitable for all investors. See “BONDHOLDERS’ RISKS” and “SUITABILITY FOR INVESTMENT.” The Underwriter is limiting this offering to Qualified Institutional Buyers and Accredited Investors. The limitation of the initial offering to Qualified Institutional Buyers and Accredited Investors does not denote restrictions on transfers in any secondary market for the Bonds. Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should consult with their legal and financial advisors before considering a purchase of the Bonds, and should be willing to bear the risks of loss of their investment in the Bonds. The Bonds are not credit enhanced or rated and no application has been made for a rating on the Bonds.

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE “SECURITY FOR THE BONDS SIMILARLY SECURED.”

This cover page contains certain information for quick reference only. It is not a summary of the Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The Bonds are offered for delivery when, as, and if issued by the City and accepted by the Underwriter (identified below), subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See “APPENDIX D — Form of Opinion of Bond Counsel.” Certain legal matters will be passed upon for the City by its counsel, Messer Fort, PLLC, for the Underwriter by its counsel, Orrick, Herrington & Sutcliffe LLP and for the Master Developer by its counsel, Locke Lord LLP. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about November 13, 2024 (the “Delivery Date”).



* Preliminary; subject to change.

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS,
AND CUSIP NUMBERS***

CUSIP Prefix: _____ (a)

\$11,833,000*

CITY OF LAVON, TEXAS,

(a municipal corporation of the State of Texas located in Collin County)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024

(ELEVON PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2A-2B PROJECT)

\$ _____ % Term Bonds, Due September 15, 20 __, Priced to Yield ____%; CUSIP ____ (a) (b) (c)

\$ _____ % Term Bonds, Due September 15, 20 __, Priced to Yield ____%; CUSIP ____ (a) (b) (c)

-
- (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 the service provided by CGS. CUSIP numbers are provided for convenience of reference only. The City, the City's Financial Advisor and the Underwriter do not take any responsibility for the accuracy of such numbers.
- (b) The Bonds are subject to redemption, in whole or in part, before their scheduled maturity, at the option of the City, on any date on or after _____, 20 __, such redemption date or dates to be fixed by the City, at the redemption price of 100% of principal amount thereof, plus accrued interest to the date of redemption, as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."
- (c) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."

* Preliminary; subject to change.

**CITY OF LAVON, TEXAS
CITY COUNCIL**

Name	Place	Term Expires
Vicki Sanson	Mayor	November 2025
Mike Shepard	Place 1	November 2024
Mike Cook	Place 2	November 2025
Kay Wright	Place 3	November 2024
Ted Dill	Place 4	November 2025
Lindsey Hedge	Place 5	November 2024

CITY MANAGER
Kim Dobbs

CITY SECRETARY
Rae Norton

PID ADMINISTRATOR
P3Works LLC

FINANCIAL ADVISOR TO THE CITY
Hilltop Securities Inc.

BOND COUNSEL TO THE CITY
McCall, Parkhurst & Horton L.L.P.

UNDERWRITER'S COUNSEL
Orrick, Herrington & Sutcliffe LLP

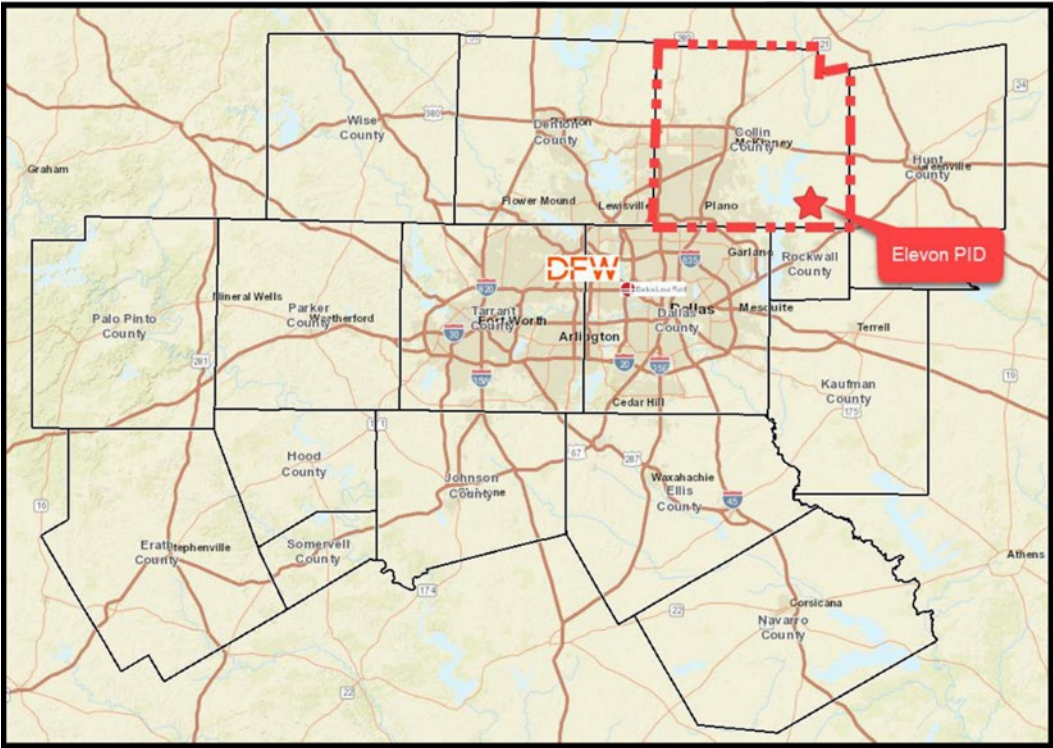
For additional information regarding the City, please contact:

Kim Dobbs
City Manager
City of Lavon, Texas
120 School Road
Lavon, Texas 75166
(972) 843-4220
kdobbs@lavontx.gov

Or

Jason Hughes
Managing Director
Hilltop Securities, Inc.
717 N. Harwood St., Suite 3400
Dallas, Texas 75201
(214) 953-8707
jason.hughes@hilltopsecurities.com

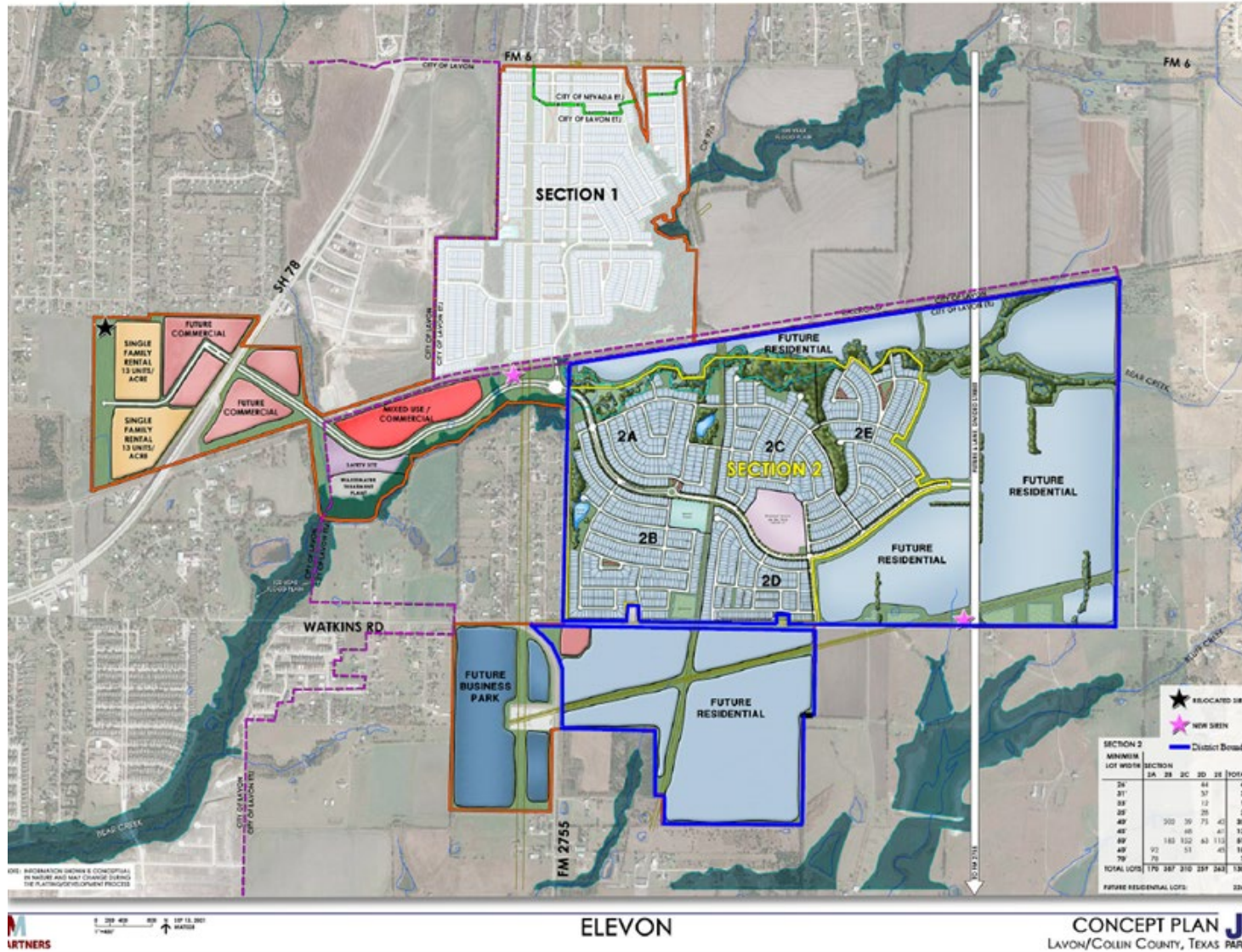
REGIONAL LOCATION MAP OF THE DISTRICT



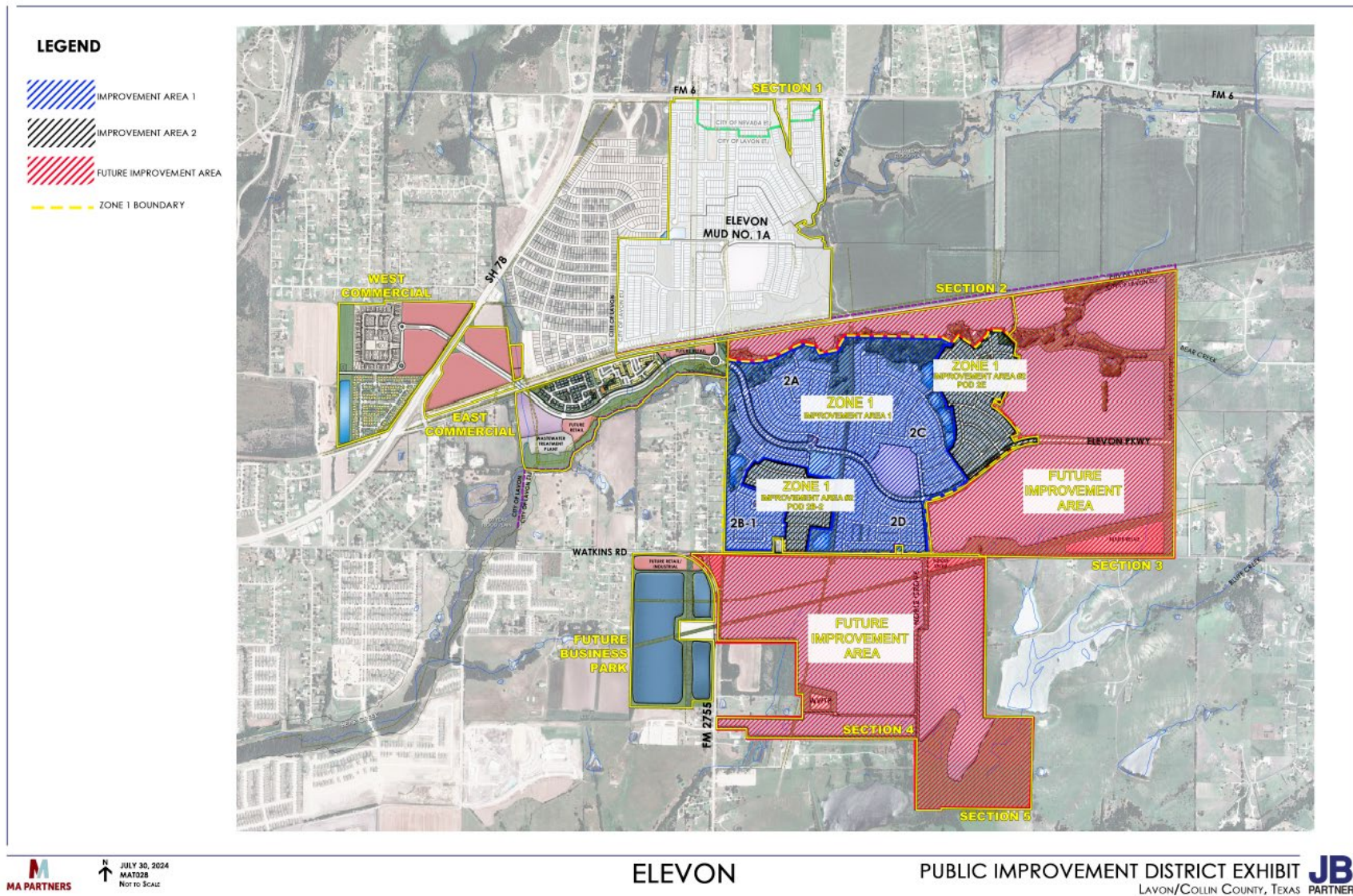
AREA LOCATION MAP OF THE DISTRICT



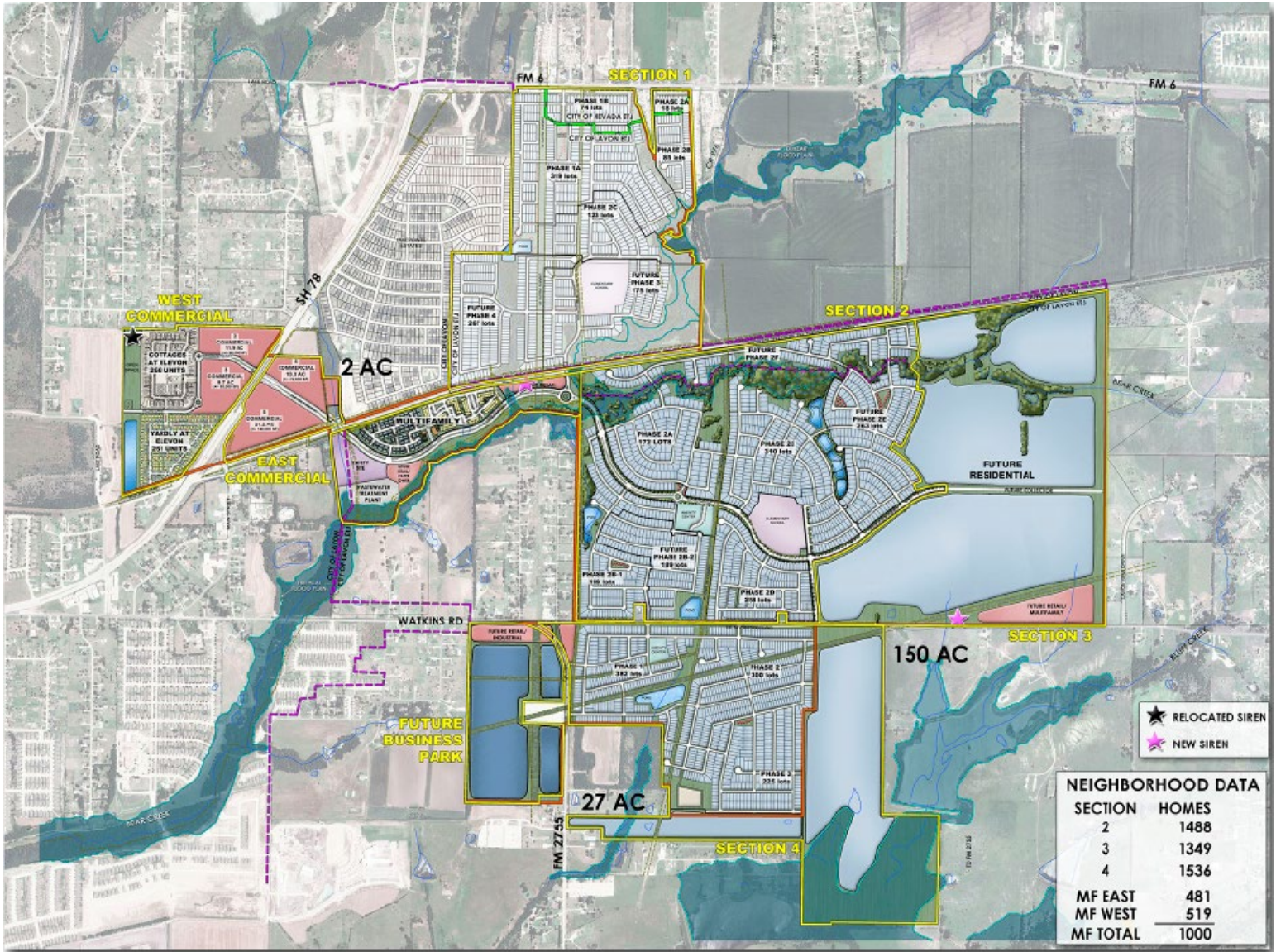
MAP OF THE DISTRICT
(The District is outlined in blue.)



MAP OF THE FUTURE IMPROVEMENT AREA, ZONE 1, IMPROVEMENT AREA #1, IMPROVEMENT AREA #2A, IMPROVEMENT AREA #2B, AND PODS



CONCEPT PLAN OF THE ELEVON DEVELOPMENT



FOR PURPOSES OF COMPLIANCE WITH RULE 15C2-12 OF THE SECURITIES AND EXCHANGE COMMISSION AS AMENDED AND IN EFFECT ON THE DATE OF THIS PRELIMINARY LIMITED OFFERING MEMORANDUM, THIS DOCUMENT CONSTITUTES AN "OFFICIAL STATEMENT" OF THE CITY WITH RESPECT TO THE BONDS THAT HAS BEEN "DEEMED FINAL" BY THE CITY AS OF ITS DATE EXCEPT FOR THE OMISSION OF NO MORE THAN THE INFORMATION PERMITTED BY RULE 15C2-12.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE CITY OR THE UNDERWRITER TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED INITIALLY AND SOLD ONLY TO "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT OF 1933") AND "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933. SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" HEREIN. EACH PROSPECTIVE INITIAL PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS, MUST BE ABLE TO BEAR THE ECONOMIC AND FINANCIAL RISK OF SUCH INVESTMENT IN THE BONDS, AND MUST BE ABLE TO AFFORD A COMPLETE LOSS OF SUCH INVESTMENT. CERTAIN RISKS ASSOCIATED WITH THE PURCHASE OF THE BONDS ARE SET FORTH UNDER "BONDHOLDERS' RISKS" HEREIN. EACH INITIAL PURCHASER, BY ACCEPTING THE BONDS, AGREES THAT IT WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGMENTS AND REPRESENTATIONS DESCRIBED UNDER THE HEADING "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS."

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE CITY AND OBTAINED FROM SOURCES, INCLUDING THE MASTER DEVELOPER, WHICH ARE BELIEVED BY THE CITY AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE MASTER DEVELOPER SINCE THE DATE HEREOF.

NONE OF THE CITY, THE UNDERWRITER OR THE MASTER DEVELOPER MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY FOR USE IN THIS LIMITED OFFERING MEMORANDUM.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS LIMITED OFFERING MEMORANDUM CONSTITUTE “FORWARD-LOOKING STATEMENTS” WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21e OF THE UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT OF 1933. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS “PLAN,” “EXPECT,” “ESTIMATE,” “PROJECT,” “ANTICIPATE,” “BUDGET” OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER “CONTINUING DISCLOSURE” HEREIN.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS LIMITED OFFERING MEMORANDUM AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS LIMITED OFFERING MEMORANDUM OR THE RELATED TRANSACTIONS AND DOCUMENTS OR FOR ANY FAILURE BY ANY PARTY TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER’S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS LIMITED OFFERING MEMORANDUM FOR PURPOSES OF, AND AS THAT TERM IS DEFINED IN, RULE 15C2-12.

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APPENDIX G	Development Agreement
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PRELIMINARY LIMITED OFFERING MEMORANDUM

\$11,833,000*

CITY OF LAVON, TEXAS,

(a municipal corporation of the State of Texas located in Collin County)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024

(ELEVON PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2A-2B PROJECT)

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page, the inside cover and the appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Lavon, Texas (the “City”), of its \$11,833,000* aggregate principal amount of Special Assessment Revenue Bonds, Series 2024 (Elevon Public Improvement District Improvement Area #2A-2B Project) (the “Bonds”).

INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED INITIALLY TO AND ARE BEING SOLD ONLY TO “ACCREDITED INVESTORS” AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT OF 1933”) AND “QUALIFIED INSTITUTIONAL BUYERS” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933. SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS.” THE LIMITATION OF THE INITIAL OFFERING TO QUALIFIED INSTITUTIONAL BUYERS AND ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE BONDS. PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND/OR INTEREST ON THE BONDS. THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. SEE “BONDHOLDERS’ RISKS” AND “SUITABILITY FOR INVESTMENT.”

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), the ordinance authorizing the issuance of the Bonds expected to be adopted by the City Council of the City (the “City Council”) on October 15, 2024 (the “Bond Ordinance”), and an Indenture of Trust, dated as of November 1, 2024 (the “Indenture”), expected to be entered into by and between the City and Wilmington Trust, National Association, Dallas, Texas, as trustee (the “Trustee”). The Bonds and any bonds issued to refund all or a portion of the Bonds (“Refunding Bonds,” and, together with the Bonds, the “Bonds Similarly Secured”) will be secured by a pledge and lien upon the Trust Estate (as defined in the Indenture) consisting primarily of revenue from special assessments to be levied against assessed parcels located within Improvement Area #2A (the “Improvement Area #2A Assessed Property”) and Improvement Area #2B (the “Improvement Area #2B Assessed Property”, and collectively with the Improvement Area #2A Assessed Property, the “Assessed Property”) of the Elevon Public Improvement District (the “District”), pursuant to a separate ordinance adopted by the City Council on September 3, 2024 (the “Assessment Ordinance”), all to the extent and upon the conditions described in the Indenture. The “Assessments” are defined to include, collectively, the “Improvement Area #2A Assessments,” which are the aggregate special assessments levied against Improvement Area #2A Assessed Property based on the special benefit conferred on such parcels by the Improvement Area #2A Authorized Improvements (as defined herein), and the “Improvement Area #2B Assessments,” which are the aggregate special assessments levied against Improvement Area #2B Assessed Property based on the special benefit conferred on such parcels by the Improvement Area #2B Authorized Improvements (as defined herein). Improvement Area #2A and Improvement Area #2B are collectively referred to herein as “Improvement Area #2A-2B.” See “SECURITY FOR THE BONDS SIMILARLY SECURED” and “ASSESSMENT PROCEDURES.”

Reference is made to the Indenture for a full statement of the authority for, and the terms and provisions of, the Bonds. All capitalized terms used in this Limited Offering Memorandum, except as otherwise noted in “ASSESSMENT PROCEDURES,” that are not otherwise defined herein shall have the meanings set forth in the Indenture. See “APPENDIX B — Form of Indenture.”

** Preliminary; subject to change.*

Set forth herein are brief descriptions of the City, the District, the Master Developer (as defined herein), the Pod Developers (as defined herein), the Builders (as defined herein), P3Works, LLC (the “PID Administrator”), the Assessment Ordinance, the Bond Ordinance, the Service and Assessment Plan (as defined herein), the Improvement Area #2A-2B CFA Agreement (as defined herein), the Improvement Area #2A-2B Reimbursement Agreement (as defined herein), and the Development Agreement (as defined herein), together with summaries of terms of the Bonds and the Indenture and certain provisions of the PID Act. All references herein to such documents and the PID Act are qualified in their entirety by reference to such documents or such PID Act and all references to the Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. Copies of these documents may be obtained during the period of the offering of the Bonds from the Underwriter, FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, telephone number (214) 302-2246. The Form of Indenture appears in APPENDIX B and the Service and Assessment Plan appears as APPENDIX C. The information provided under this caption “INTRODUCTION” is intended to provide a brief overview of the information provided in the other captions herein and is not intended, and should not be considered, fully representative or complete as to the subjects discussed hereunder.

PLAN OF FINANCE

Overview

The “Elevon Development” is expected to be an approximately 1,447-acre master planned community, a portion of which (including Improvement Area #1, Improvement Area #2A, and Improvement Area #2B) is located within the corporate limits of the City (the “In-City Property”) and a portion of which is currently located in the extraterritorial jurisdiction of the City (the “ETJ Property”). See “– Development Agreement” below. The Development Agreement (as defined herein) provides for the annexation of the land within the Elevon Development into the City on a Zone-by-Zone basis. See “APPENDIX G – The Development Agreement.” The District is within the Elevon Development and consists of approximately 982.719 acres. Within the District, Improvement Area #1, Improvement Area #2A and Improvement Area #2B have been annexed into the corporate limits of the City. The remainder of the District is part of the ETJ Property. The Elevon Development is expected to be developed as described under “– Elevon Development Plan” below.

The Elevon Development is generally located on Highway 78, five miles north of Interstate 30 and eight miles south of Highway 380. The City, located in the northeast region of the Dallas-Fort Worth-Arlington, Texas Metropolitan Statistical Area (the “DFWA MSA”), is poised for growth as the overall DFWA MSA continues its growth trajectory. At full build, the Master Developer expects that the Elevon Development will consist of approximately 4,373 single family residential units and approximately 122 acres of mixed-use/commercial property. The residential units will consist of a variety of product sizes from 26’ duplex lots to 70’ single-family lots.

The District, consisting of approximately 982.719 acres, is being developed as a master-planned residential development. The District is expected to be developed in zones and phases or pods within such zones. Zone 1 consists of Improvement Area #1 and Improvement Area #2A and Improvement Area #2B (prior to development thereof, Improvement Area #2A and Improvement Area #2B were initially referred to as the “Zone 1 Remainder Area”). The initial improvement area, “Improvement Area #1,” contains approximately 272 acres, of which 249 acres will be developed and of which 23 acres is in the flood zone and will not be developed. Improvement Area #1 contains Pods 2A, 2B-1, 2C and 2D and consists of 937 lots ranging from 26’ duplex lots to 70’ single-family lots. Improvement Area #2A-2B contains approximately 104.060 non-contiguous acres, of which 103.261 acres will be developed and of which .799 acres is in the flood zone and will not be developed. Improvement Area #2A consists of approximately 65.34 acres and includes Pod 2E. Improvement Area #2B consists of approximately 38.72 acres and includes Pod 2B-2. Improvement Area #2A-2B is expected to consist of 453 lots ranging from 40’ single-family lots to 60’ single-family lots. The Master Developer intends to maintain the land within the flood zone as open space with trails which will be owned and maintained as common area by the Homeowners’ Association. The term “Future Improvement Area” is used herein to describe all of the property within the District, other than the land within Zone 1 and will be developed in accordance with residential market demands and is expected to be developed in phases within one or more zones and is expected to consist of 2,313 single-family lots.

Land within the current Elevon Development, but not within the District, is owned by Petro-Hunt Entities (as defined herein), MA Land Holdings, LLC, ONML Cottages at Lake Lavon, LLC, and BTR at Elevon, LLC. This land is or will be developed over the next 15 years and used for commercial, business park, and other mixed uses.

The current concept plan of the Elevon Development as approved by the City Council can be found on page vi of this Limited Offering Memorandum. The concept plan is conceptual and subject to change consistent with the City's zoning and subdivision regulations (which will apply to the ETJ Property when annexed).

Development Agreement

On November 2, 2021, the City, MA Elevon 429, LLC, a Texas limited liability company (the "Master Developer") and a group of entities referred to herein as the "Petro-Hunt Entities" (consisting of Petro-Hunt, L.L.C., a Texas limited liability company, Far East Lavon, LP, a Texas limited partnership, 78 Straddle, LP, a Texas limited partnership, East Lavon Partners, LP, a Texas limited partnership, and World Land Developers, LP, a Texas limited partnership) entered into a development agreement relating to the Elevon Development, which agreement was subsequently amended on January 18, 2022 (the "Original Development Agreement"). The Original Development Agreement permitted the Master Developer to add additional land to the Elevon Development. On September 3, 2024, the City, the Master Developer, the Petro-Hunt Entities, MA Land Holdings, LLC ("MA Land Holdings") and S2 Land Development ("S2") entered into an Amended and Restated Development Agreement that included an expansion of the Elevon Development (the "Development Agreement"), which added an additional 29 acres and will add an additional approximately 150 acres to the Elevon Development. The additional 179 acres are expected to add an additional approximately 650 single-family residential units to the Elevon Development. Approximately 29 of such acres are expected to be developed by the Master Developer or its affiliate MA Land Holdings (the "MA Holdings Land") and approximately 150 of such acres (the "S2 Land") are expected to be developed by S2. MA Land Holdings has closed on the MA Holdings Land and S2 is under contract to purchase the S2 Land. The Development Agreement will not take effect with respect to S2 and the S2 Land until such time as S2 closes on the S2 Land. The S2 Land and approximately 27 acres of the MA Holdings Land are expected to be included in a separate public improvement district. See "THE ELEVON DEVELOPMENT – Development Agreement."

Assignment. In the Development Agreement, the parties thereto, agreed that with respect to portions of the property within the Elevon Development acquired by the Master Developer from the various Petro-Hunt Entities, from time to time, the Development Agreement will automatically be assigned from the respective Petro-Hunt Entities to the Master Developer with respect to such acquired property upon the Master Developer closing on such portion of the property.

Annexation. The Development Agreement provides for the annexation of the land within the Elevon Development into the City on a Zone-by-Zone basis. Zone 1 of the District was annexed into the City upon the issuance of the Series 2022 IA#1 Bonds (as defined herein) and the Series 2022 Z1RA Bonds (as defined herein). The commercial, business park, and mixed-use portions of the District initially located in the extraterritorial jurisdiction of the City, was annexed into the City in March of 2022. Additional Zones will be annexed into the City upon the issuance of bonds for such Zones.

Funding of Public Improvements. Pursuant to the Development Agreement, the Master Developer agreed to construct or cause to be constructed the "Public Improvements" benefiting the Elevon Development, including the Improvement Area #1 Improvements, Improvement Area #2A Improvements, Improvement Area #2B Improvements, the Zone 1 Improvements, the Offsite Improvements, and the Private Improvements (each as defined herein). The City agreed to reimburse the Master Developer for the costs of such Public Improvements from (i) the proceeds of assessment revenue bonds ("PID Bonds"), (ii) assessment revenues pursuant to a reimbursement agreement, and/or (iii) tax increment revenues pursuant to an agreement to dedicate the revenues generated from a tax increment reinvestment zone encompassing the Elevon Development.

Public Improvement District. Subject to certain conditions precedent in the Development Agreement, the City intends to issue one or more series of PID Bonds for each improvement area up to an aggregate principal amount of \$300,000,000. The maximum assessment expressed as an equivalent tax rate may not be greater than \$1.00 per \$100 of assessed value at the time of the levy of the assessment on each improvement area based on the Estimated Buildout Value of each parcel. If at the time of issuance of a series of PID Bonds, the proceeds of such bonds are not sufficient to pay the estimated cost of the Public Improvements to be financed with such PID Bonds, the Master Developer is required provide evidence of sufficient funds to finance the balance of the costs of such public improvements in accordance with the provisions of the Development Agreement.

Tax Increment Reinvestment Zone. The City has created a tax increment reinvestment zone (the “TIRZ”) that includes the property within the Elevon Development. The City has dedicated the City tax increment in a minimum amount of 45% collected within the property of the Elevon Development (the “City Tax Increment”) for a period of 50 years. To the extent that the County participates in the TIRZ (the “County Tax Increment” and together with the City Tax Increment, the “Tax Increment”), the City Tax Increment will be reduced in a dollar amount equal to the dollar amount of the County’s Tax Increment contribution. After the payment of administrative expenses relating to the TIRZ, the Tax Increment may be used (i) to off-set assessments for each parcel within an improvement area on a parcel-by-parcel basis and/or (ii) to reimburse costs of the Public Improvements in the TIRZ by using the Tax Increment to (A) secure tax increment revenue bonds or (B) reimburse the Master Developer.

With respect to the Zone 1 Remainder Area Improvements (as defined herein), the Improvement Area #1 Projects (as defined herein), the Improvement Area #2A Improvements, and the Improvement Area #2B Improvements, the City and the Master Developer’s current intentions are to use the Tax Increment revenues to reimburse the costs of the Public Improvements not reimbursed or financed through the District. At this time, the County has not made any commitment to participate in the TIRZ. See “THE ELEVON DEVELOPMENT – Development Agreement” for additional rights and obligations of the parties to the Development Agreement.

Improvement Area #2A-2B CFA Agreement

The City and the Master Developer expect to enter into a construction financing and acquisition agreement related to Improvement Area #2A-2B (the “Improvement Area #2A-2B CFA Agreement”). The Improvement Area #2A-2B CFA Agreement establishes the procedures for the financing, construction and payment of the Improvement Area #2A Project Costs and Improvement Area #2B Project Costs. The total cost of the Improvement Area #2A Authorized Improvements is expected to be approximately \$16,040,650, of such costs approximately \$7,148,000* will be paid from the proceeds of the Bonds and approximately \$366,043* will be paid from Assessment Revenues pursuant to the terms of the Improvement Area #2A-2B Reimbursement Agreement. The remaining \$3,752,426* will be funded by the Master Developer or the Pod Developers without reimbursement by the City. The total cost of the Improvement Area #2B Authorized Improvements is expected to be approximately \$9,412,986*, of such costs approximately \$4,685,000* will be paid from the proceeds of the Bonds and approximately \$122,974* will be paid from Assessment Revenues pursuant to the terms of the Improvement Area #2A-2B Reimbursement Agreement. The remaining \$1,496,414* will be funded by the Master Developer or the Pod Developers without reimbursement by the City. To the extent such costs are covered by the Master Developer, they may be reimbursed through the TIRZ. See “—District Development Plan” below and “THE ELEVON DEVELOPMENT – Purchase and Sale Agreements” for an explanation of the Pod Developers’ Development Obligations (as defined herein) and Master Developer’s Development Obligations (as defined herein) pursuant to the respective Purchase and Sale Agreements (as defined herein) and each parties responsibilities with respect to financing the costs of the Public Improvements, including the Improvement Area #2A Improvements and the Improvement Area #2B Improvements.

The District

The PID Act authorizes political subdivisions, such as the City, to create public improvement districts and to impose assessments within the public improvement district to pay for public improvements. The District was created for the purpose of undertaking and financing the cost of certain public improvements within the District, including the Zone 1 Improvements, the Improvement Area #1 Improvements, the Improvement Area #2A Improvements, and the Improvement Area #2B Improvements, authorized by the PID Act and approved by the City that confer a special benefit on the District. The District is not a separate political entity from the City but rather reflects an area currently partially within the corporate limits of the City and partially within the City’s extraterritorial jurisdiction that the City Council has designated and within which the City is authorized to levy assessments for public improvements.

District Development Plan

Overview of District Development Plan. The District is being developed as a master-planned residential development. The District is expected to be developed in different stages, designated as “Zones” with one or more “Improvement Areas” within the Zones, which each may include subphases or pods. See “THE ELEVON DEVELOPMENT.” “Zone 1” consists of Improvement Area #1, Improvement Area #2A, and Improvement Area #2B. Zone 1, Improvement Area #1, Improvement Area #2A and Improvement Area #2B, and the Future Improvement Area are identified and depicted on the “MAP OF THE FUTURE IMPROVEMENT AREA, ZONE 1,

IMPROVEMENT AREA #1, IMPROVEMENT AREA #2A, IMPROVEMENT AREA #2B, AND PODS” on page v of this Limited Offering Memorandum.

Development in Zone 1 of the District is expected to include approximately 1,390 single-family homes. Development began with the development of the direct improvements within Improvement Area #1 (the “Improvement Area #1 Improvements”), certain public improvements benefiting Zone 1 (the “Zone 1 Improvements”) and certain improvements benefiting the entire District (the “Offsite Improvements”), followed by development of the direct improvements that benefit property located in Improvement Area #2A (the “Improvement Area #2A Improvements”), and then the development of the direct improvements that benefit property located in the Improvement Area #2B (the “Improvement Area #2B Improvements”).

The Master Developer acquired approximately 456.586 acres, including the land within Zone 1, on November 12, 2021 through a series of transaction: approximately 27.265 acres from Far East Lavon, LP (“Far East Lavon”); approximately 336.724 acres consisting of Pod 2A, Pod 2B, Pod 2C – Main, Pod 2C-Partial, Pod 2D, Pod 2E-Main and Pod 2E Partial, each pod as described below, from Petro-Hunt, L.L.C. (“Petro-Hunt”); and approximately 92.597 acres from Far East Lavon and Petro-Hunt. Subsequent to such acquisitions, on November 12, 2021, the Master Developer sold:

- approximately 65.135 acres comprising “Pod 2A” to K. Hovnanian DFW Elevon, LLC, a Texas limited liability company (“K Hovnanian Homes”);
- approximately 88.190 acres comprising “Pod B,” which was subsequently divided into two development phases “Pod 2B-1” consisting of approximately 49.470 acres and “Pod 2B-2” consisting of approximately 38.720 acres, to HMH/Stratford Elevon JV, LLC, a Texas limited liability company (“HMH/Stratford Elevon”);
- approximately 63.017 acres comprising “Pod 2C-Main” to GRBK Edgewood LLC, a Texas limited liability company (“GRBK Edgewood”) and approximately 14.381 acres comprising “Pod 2C-Partial” to UMH Development, LLC, a Texas limited liability company (“UMH Development”) (collectively, Pod 2C-Main and Pod 2C-Partial, “Pod 2C”);
- approximately 40.661 acres comprising “Pod 2D” to Qualico Developments (U.S.), Inc., a Delaware corporation (“Qualico”); and
- approximately 52.368 acres comprising “Pod 2E-Main” to GRBK Edgewood and approximately 12.972 acres comprising “Pod 2E-Partial” to UMH Development (collectively, Pod 2E-Main and Pod 2E-Partial, “Pod 2E”).

Collectively, K Hovnanian Homes, HMH/Stratford Elevon, GRBK Edgewood, UMH Development and Qualico are referred to as the “Pod Developers.” The foregoing transfers totaled approximately 336.724 acres. The Master Developer also transferred 15 acres of land to Community Independent School District and dedicated approximately 25.034 acres for use as right of way for Elevon Parkway, HOA acreage and an amenity center.

Each Pod Developer entered into substantially similar purchase and sale agreements with the Master Developer (the “Purchase and Sale Agreements” or, individually, a “Purchase and Sale Agreement”). Pursuant to the Purchase and Sale Agreements, each Pod Developer agreed to develop the entirety of its purchased pod, including the Improvement Area #1 Improvements, the Improvement Area #2A Improvements, or the Improvement Area #2B Improvements, as applicable, and the Private Improvements within its pod (the “Pod Developers’ Development Obligations”) and the Master Developer agreed to finance and construct the Zone 1 Improvements, the Offsite Improvements, certain electric, gas and fiber network improvements (the “Electric, Gas and Fiber Network”) and certain common area improvements, including an amenity center, playground, open space, parks, trails, ponds and piers (the “Common Area Improvements” and together with the Zone 1 Improvements, the Offsite Improvements and the Electric, Gas and Fiber Network, the “Master Developer’s Development Obligations”). The Master Developer and the Pod Developers have entered into a development agreement effective as of November 12, 2021 (the “Builder Development Agreement”) to provide for the completion of the Master Developer’s Development Obligations and an escrow of funds for the payment of a portion thereof.

Status of Construction of Pod Developers' Development Obligations.

Improvement Area #1

- Pod 2A — K Hovnanian Homes completed construction of the Improvement Area #1 Improvements located within Pod 2A in Q3 of 2023.
- Pod 2B-1 — HMH/Stratford Elevon completed construction of the Improvement Area #1 Improvements located within Pod 2B-1 in Q3 of 2023.
- Pod 2C — GRBK Edgewood completed construction of the Improvement Area #1 Improvements located within Pod 2C-Main in Q3 of 2023.
- Pod 2D — Qualico completed construction of the Improvement Area #1 Improvements located within Pod 2D in Q3 of 2023.

Improvement Area #2A-2B

- Pod 2B-2 — HMH/Stratford Elevon commenced construction of the Improvement Area #2A Improvements in Q3 of 2024 and expects to complete such improvements in Q2 of 2025.
- Pod 2E — GRBK Edgewood completed construction of the Improvement Area #2B Improvements located within Pod 2E-Main in Q4 of 2024.

Status of Master Developer's Development Obligations. All of the Master Developer's Development Obligations have been completed except construction of the amenity center, which construction is expected to be completed in Q2 2025.

See subsections "THE ELEVON DEVELOPMENT—District Development Plan" and "— Common Area Improvements" herein for a more in-depth status of construction of the Master Developer's Obligations and the Pod Developers' Development Obligations.

Each Pod Developer may also be the homebuilder within its pod or may contract with an affiliate or third-party homebuilder to takedown lots and construct homes (the "Builders"). See "THE ELEVON DEVELOPMENT — Builders in Zone 1."

Previously Issued Bonds

Series 2022 Zone 1 Remainder Area Bonds. The City previously issued its Special Assessment Revenue Bonds, Series 2022 (Elevon Public Improvement District Zone 1 Remainder Area Project) (the "Series 2022 Z1RA Bonds") in the aggregate principal amount of \$8,046,000 for the purpose of (i) paying a portion of the Zone 1 Remainder Area Project Costs, (ii) paying a portion of the interest on the Series 2022 Z1RA Bonds during and after the period of acquisition and construction of the Zone 1 Remainder Area Projects, (iii) funding a reserve fund for payment of principal and interest on the Series 2022 Z1RA Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Series 2022 Z1RA Bonds.

Series 2022 IA#1 Bonds and the Improvement Area #1 Reimbursement Obligation. The City previously issued its Special Assessment Revenue Bonds, Series 2022 (Elevon Public Improvement District Improvement Area #1 Project) (the "Series 2022 IA#1 Bonds") in the aggregate principal amount of \$31,229,000 for the purpose of (i) paying a portion of the Improvement Area #1 Project Costs, (ii) paying a portion of the interest on the Series 2022 IA#1 Bonds during and after the period of acquisition and construction of the Improvement Area #1 Projects, (iii) funding a reserve fund for payment of principal and interest on the Series 2022 IA#1 Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Series 2022 IA#1 Bonds.

In connection with the issuance of the Series 2022 IA#1 Bonds, the City and the Master Developer entered into a reimbursement agreement, effective February 15, 2022 (the "Improvement Area #1 Reimbursement

Agreement”) to finance a portion of the costs of the Improvement Area #1 Projects in an amount not to exceed \$10,104,000 (the “Improvement Area #1 Reimbursement Obligation”) not paid with proceeds of the Series 2022 IA#1 Bonds.

Series 2024 IA#1 Bonds

Concurrently with the issuance of the Bonds, the City will issue its \$7,448,000* City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2024 (Eleven Public Improvement District Improvement Area #1 Project) (the “Series 2024 IA#1 Bonds”) to refinance the Improvement Area #1 Reimbursement Obligation, and upon issuance of the Series 2024 IA#1 Bonds, the Improvement Area #1 Reimbursement Agreement will terminate. **The Series 2024 IA#1 Bonds are not offered pursuant to this Limited Offering Memorandum. The assessments securing the Series 2024 IA#1 Bonds are not security for the Bonds.**

The Bonds

The indenture authorizing the Series 2022 Z1RA Bonds (the “Z1RA Indenture”) contains certain conditions precedent (the “Future Zone 1 Improvement Area Bonds Test”) that must be satisfied prior to the issuance of Bonds. Prior to the adoption of the Bond Ordinance, satisfactory evidence will be submitted to the City and its advisors that the Future Zone 1 Improvement Area Bonds Test has been satisfied. **The Assessments and the assessments securing the payment of the Series 2022 Z1RA Bonds (the “Z1RA Assessments”) are first and prior liens, on parity, against the Assessed Property. The Z1RA Assessments are not security for the Bonds.**

Proceeds of the Bonds will be used for the purpose of (i) paying a portion of the Improvement Area #2A Project Costs, (ii) paying a portion of the Improvement Area #2B Project Costs, (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. See “SECURITY FOR THE BONDS SIMILARLY SECURED” and “ASSESSMENT PROCEDURES.”

The Bonds shall never constitute an indebtedness or general obligation of the City, the State of Texas (the “State”) or any other political subdivision of the State, within the meaning of any constitutional provision or statutory limitation whatsoever, but the Bonds are limited and special obligations of the City payable solely from the Trust Estate as provided in the Indenture. Neither the faith and credit nor the taxing power of the City, the State or any other political subdivision of the State is pledged to the payment of the Bonds.

Improvement Area #2A-2B Reimbursement Agreement

The City and the Master Developer entered into a reimbursement agreement (the “Improvement Area #2A-2B Reimbursement Agreement”), to finance a portion of the costs of the Improvement Area #2A Improvements and the Improvement Area #2B Improvements in an amount not to exceed \$7,514,043*, the “Improvement Area #2A Reimbursement Obligation,” and \$4,807,974*, the “Improvement Area #2B Reimbursement Obligation.” Upon the issuance of the Bonds, the proceeds of the Bonds will be used to refinance a portion of the Improvement Area #2A Reimbursement Obligation and the Improvement Area #2B Reimbursement Obligation in the amount of \$7,148,000* and \$4,685,000*, respectively. The remaining balance of Improvement Area #2A Reimbursement Obligation in the amount of approximately \$366,043* and the Improvement Area #2B Reimbursement Obligation in the amount of approximately \$122,974*, will be paid down with excess Annual Installments to be collected January 31, 2025, totaling \$297,223.79, and the remaining \$190,793.21 to be forgiven.

The Bonds will be secured by a first lien on the assessments, the Improvement Area #2A Reimbursement Obligation will be secured by a subordinate lien the Improvement Area #2A Assessments and the Improvement Area #2B Reimbursement Obligation will be secured by a subordinate lien on the Improvement Area #2B Assessments. See “THE IMPROVEMENT AREA #2A-2B AUTHORIZED IMPROVEMENTS.” Pursuant to the Service and Assessment Plan, the Improvement Area #2A-2B Reimbursement Agreement and the Development Agreement, the Master Developer or the Pod Developers, as applicable, will be responsible for any costs of the Improvement Area #2A Improvements and the Improvement Area #2B Improvements in excess of the amounts funded by the Bonds and the Improvement Area #2A Reimbursement Obligation or Improvement Area #2B Reimbursement Obligation. See “APPENDIX G – Development Agreement.”

* Preliminary; subject to change.

Future Indebtedness

Future Improvement Area Bonds. The City expects to issue one or more series of future phased bonds (each such series of bonds a “Future Improvement Area Bond”) to finance the costs of the Future Improvement Area Improvements in the Future Improvement Area, as development proceeds. The estimated costs of the Future Improvement Area Improvements will be determined as each respective Future Improvement Area of the District is developed, and the Service and Assessment Plan will be updated to identify the improvements authorized by the PID Act to be financed by each new series of Future Improvement Area Bonds. Such Future Improvement Area Bonds will be secured by separate and distinct assessments levied pursuant to the PID Act on assessable property within the applicable Future Improvement Area of the District that benefit from the Future Improvement Area Improvements being financed. Property owners in Improvement Area #1 and Improvement Area #2A-2B will not pay the assessments that are levied against any Future Improvement Area. **Any assessments, if levied, will not be a part of the Trust Estate, will not be security for the Bonds and will not be used to finance construction of the Improvement Area #2A Improvements and Improvement Area #2B Improvements.**

The Bonds, the Series 2022 IA#1 Bonds, the Series 2022 Z1RA Bonds, the Series 2024 IA#1 Bonds, and any Future Improvement Area Bonds issued by the City are separate and distinct issues of securities secured by separate assessments. Refunding Bonds, if issued, will be payable from the Trust Estate on parity with the Bonds. Any Refunding Bonds or Future Improvement Area Bonds that may be issued by the City are not offered pursuant to this Limited Offering Memorandum. Investors interested in purchasing any of these other City obligations should refer to the offering documents related thereto, when and if available.

LIMITATIONS APPLICABLE TO INITIAL PURCHASERS

Each initial purchaser is advised that the Bonds being offered pursuant to this Limited Offering Memorandum are being offered and sold only to “accredited investors” as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933 and “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933. Each initial purchaser of the Bonds (each, an “Investor”) will be deemed to have acknowledged, represented and warranted to the City as follows:

1. The Investor has authority and is duly authorized to purchase the Bonds and to execute any instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.
2. The Investor is an “accredited investor” under Rule 501 of Regulation D of the Securities Act of 1933 or a “qualified institutional buyer” under Rule 144A of the Securities Act of 1933, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Bonds.
3. The Bonds are being acquired by the Investor for investment and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Investor intends to hold the Bonds solely for its own account for investment purposes and for an indefinite period of time, and does not intend at this time to dispose of all or any part of the Bonds. However, the Investor may sell the Bonds at any time the Investor deems appropriate. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.
4. The Investor understands that the Bonds are not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) will not carry a rating from any rating service.
5. The Investor acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Improvement Area #2A Authorized Improvements, the Improvement Area #2B Authorized Improvements, the Bonds, the security therefor, and such other information as the Investor has deemed necessary or desirable in connection with its decision to purchase the Bonds (collectively, the “Investor Information”). The Investor has received a copy of this Limited

Offering Memorandum relating to the Bonds. The Investor acknowledges that it has assumed responsibility for its review of the Investor Information, and it has not relied upon any advice, counsel, representation or information from the City in connection with the Investor's purchase of the Bonds. The Investor agrees that none of the City, its councilmembers, officers, or employees shall have any liability to the Investor whatsoever for or in connection with the Investor's decision to purchase the Bonds except for gross negligence, fraud or willful misconduct. For the avoidance of doubt, it is acknowledged that the Underwriter is not deemed an officer or employee of the City.

6. The Investor acknowledges that the obligations of the City under the Indenture are special, limited obligations payable solely from amounts paid by the City pursuant to the terms of the Indenture and the City shall not be directly or indirectly or contingently or morally obligated to use any other moneys or assets of the City for amounts due under the Indenture. The Investor understands that the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the City, the State or any political subdivision or taxing district thereof; that the Bonds will never represent or constitute a general obligation or a pledge of the faith and credit of the City, the State or any political subdivision thereof; that no right will exist to have taxes levied by the State or any political subdivision thereof for the payment of principal and interest on the Bonds; and that the liability of the City and the State with respect to the Bonds is subject to further limitations as set forth in the Bonds and the Indenture.

7. The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor. The Investor is aware that the development of the District involves certain economic and regulatory variables and risks that could adversely affect the security for the Bonds.

8. The Investor acknowledges that the sale of the Bonds to the Investor is made in reliance upon the certifications, representations and warranties described in items 1-7 above.

DESCRIPTION OF THE BONDS

General Description

The Bonds will mature on the dates and in the amounts set forth in the inside cover page of this Limited Offering Memorandum. Interest on the Bonds will accrue from their date of delivery to the Underwriter (the "Delivery Date") and will be computed on the basis of a 360-day year of twelve 30-day months and will be payable on each March 15 and September 15, commencing March 15, 2025* (each, an "Interest Payment Date"), until maturity or prior redemption. Wilmington Trust, National Association is the initial Trustee, Paying Agent and Registrar for the Bonds.

The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$100,000 of principal and any integral multiple of \$1,000 in excess thereof ("Authorized Denominations"). Upon initial issuance, the ownership of the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), and purchases of beneficial interests in the Bonds will be made in book-entry only form. See "BOOK-ENTRY-ONLY SYSTEM" and "SUITABILITY FOR INVESTMENT."

Redemption Provisions

Optional Redemption. The City reserves the right and option to redeem Bonds before their scheduled maturity date, in whole or in part, on any date on or after September 15, 20__, such redemption date or dates to be fixed by the City, at the redemption price of 100% of the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date of redemption (the "Redemption Price").

Extraordinary Optional Redemption. The City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on the fifteenth day of any month, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption, from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund) or any other transfers to the Redemption Fund under the terms of the Indenture. See "ASSESSMENT PROCEDURES — Prepayment of Assessments" for the definition and description of Prepayments.

Mandatory Sinking Fund Redemption. The Bonds maturing on September 15 in each of the years 20__ and

* Preliminary; subject to change.

20__ (collectively, the “Term Bonds”), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account pursuant to the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

<u>\$ Term Bonds Maturing September 15, 20__</u>	
<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	\$
September 15, 20__	
September 15, 20__	
September 15, 20__ †	

† Stated Maturity

At least thirty (30) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select by lot a principal amount of Bonds of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided by the Indenture.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date, pursuant to the Indenture, shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least thirty (30) days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date, pursuant to the Indenture, shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least thirty (30) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption provisions in the Indenture or the extraordinary optional redemption provisions in the Indenture and not previously credited to a mandatory sinking fund redemption.

Partial Redemption. If less than all of the Bonds are to be redeemed pursuant to optional redemption or extraordinary optional redemption, the particular maturity of Bonds or portions of a maturity of Bonds to be redeemed shall be selected and designated by the City in its sole discretion. If less than all of the Bonds of a maturity are to be redeemed pursuant to optional redemption, extraordinary optional redemption, or mandatory sinking fund redemption, Bonds shall be redeemed in increments of \$1,000 by any method selected by the Trustee that results in a random selection, provided that no redemption shall cause the principal amount of any Bond to be less than the minimum Authorized Denomination for such Bond. Notwithstanding the foregoing, if any Bonds are to be partially redeemed and such redemption results in the redemption of a portion of a single Bond in an amount less than the Authorized Denomination in effect at that time, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the minimum Authorized Denomination for such Bond.

Upon surrender of any Bond for redemption in part, the Trustee in accordance with the Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Notice of Redemption. Upon receipt of a City Order of redemption by the City, 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. The notice 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 Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

Any notice so given as provided in the prior paragraph shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Notice of redemption having been given as provided in the Indenture, 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.

With respect to any optional redemption of the Bonds, 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 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.

The City has the right to rescind any optional redemption or extraordinary optional redemption by written notice to the Trustee 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 Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. Upon receipt of a City Order of such rescission from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by DTC, while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Limited Offering Memorandum. The City and the Underwriter believe the source of such information to be reliable, but neither the City nor the Underwriter takes responsibility for the accuracy or completeness thereof.

The City cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners (as defined herein), or that they will do so on a timely basis or (3) DTC will serve and act in the manner described in this Limited Offering Memorandum. The current rules applicable to DTC are on file with the Securities and Exchange Commission (the "SEC"), and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered security certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its registered subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a

custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). Direct Participants and Indirect Participants are collectively referred to herein as “Participants.” DTC has an S&P Global Ratings rating of “AA+”. The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all Bonds of the same maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant of such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC’s Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and all other payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the City or Paying Agent/Registrar, on the payment date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, the Paying Agent/Registrar or the City, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered. Thereafter, Bond certificates may be transferred and exchanged as described in the Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but none of the City, the City's Financial Advisor or the Underwriter take any responsibility for the accuracy thereof.

NONE OF THE CITY, THE TRUSTEE, THE PAYING AGENT, THE CITY'S FINANCIAL ADVISOR OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS. THE CITY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM. THE CURRENT RULES APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE CURRENT PROCEDURES OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

SECURITY FOR THE BONDS SIMILARLY SECURED

The following is a summary of certain provisions contained in the Indenture. Reference is made to the Indenture for a full statement of the terms and provisions of the Bonds Similarly Secured. Investors must read the entire Indenture to obtain information essential to the making of an informed investment decision. See "APPENDIX B — Form of Indenture."

General

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE "APPENDIX B — FORM OF INDENTURE."

The following is a summary of certain provisions contained in the Indenture. Reference is made to the Indenture for a full statement of the terms and provisions of the Bonds. Investors must read the entire Indenture to obtain information essential to the making of an informed investment decision. See "APPENDIX B — Form of Indenture."

The principal of, premium, if any, and interest on the Bonds are secured by a pledge of and a first lien upon the pledged revenues (the "Pledged Revenues"), consisting primarily of revenues from Assessments levied against the Assessed Property and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. In accordance with the PID Act, on February 1, 2022, the City Council approved and adopted the Original Service and Assessment Plan (as defined in the Indenture). On September 3, 2024, the City approved and adopted an amended and restated service and assessment plan, which restated the Original Service and

Assessment Plan in its entirety and, among other things, approved the Assessment Roll (as defined in the Indenture). On October 15, 2024, the City Council expects to approve and adopt an amended and restated service and assessment plan (as may be updated and amended from time to time, the “Service and Assessment Plan”), which will amend and restate all previous service and assessment plans, as amended and updated, in its entirety, describe the special benefit received by the property within the District, provide the basis and justification for the determination of special benefit on such property, establish the methodology for the levy of the Assessments and provide for the allocation of Pledged Revenues for payment of principal of, premium, if any, and interest on the Bonds. The Service and Assessment Plan is reviewed and updated at least annually (each, an “Annual Service Plan Update”) for the purpose of determining the annual budget for the Authorized Improvements and the Annual Installments (as defined below) of Assessments due in a given year. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on all current and future landowners, developers, and end-users of Assessed Property within the District. See “APPENDIX C — Form of Service and Assessment Plan.”

Pledged Revenues

The City is authorized by the PID Act, the Assessment Ordinance and other provisions of applicable law to finance the Improvement Area #2A Improvements and Improvement Area #2B Improvements, respectively, by levying the Assessments upon the Assessed Property. For a description of the assessment methodology and the amounts of Assessments anticipated to be levied in Improvement Area #2A-2B, see “ASSESSMENT PROCEDURES” and “APPENDIX C — Service and Assessment Plan.”

Pursuant to the Indenture,

“Additional Interest” means the 0.50% additional interest charged on the Assessments pursuant to Section 372.018 of the PID Act.

“Improvement Area #2A Annual Installment” means, with respect to each Improvement Area #2A Assessed Property, each annual payment of: (i) the principal of and interest on the Improvement Area #2A Assessments as shown on the Improvement Area #2A Assessment Roll or in an Annual Service Plan Update, and as shown in Exhibit H-2 to the Service and Assessment Plan, and calculated as provided in Section VI of the Service and Assessment Plan, (ii) Annual Collection Costs and (iii) the Additional Interest.

“Improvement Area #2B Annual Installment” means, with respect to each Improvement Area #2B Assessed Property, each annual payment of: (i) the principal of and interest on the Improvement Area #2B Assessments as shown on the Improvement Area #2B Assessment Roll or in an Annual Service Plan Update, and as shown in Exhibit I-2 to the Service and Assessment Plan, and calculated as provided in Section VI of the Service and Assessment Plan, (ii) Annual Collection Costs and (iii) the Additional Interest.

“Annual Installment” means, collectively, the Improvement Area #2A Annual Installment and the Improvement Area #2B Annual Installment.

“Assessment Revenues” means the revenues received by the City from the collection of Assessments, including Prepayments, Annual Installments and Foreclosure Proceeds.

“Pledged Revenues” means, collectively, the (i) Assessment Revenues (excluding the portion of the Assessments and Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan), (ii) the moneys held in any of the Pledged Funds and (iii) any additional revenues that the City may pledge to the payment of the Bonds Similarly Secured.

See “SECURITY FOR THE BONDS — Pledged Revenue Fund” and “APPENDIX C — Service and Assessment Plan.”

Collection and Enforcement of Assessments

For so long as any Bonds are Outstanding, the City covenants, agrees and warrants that it will take and pursue all reasonable 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 cause no

reduction, abatement or exemption in the Assessments. To the extent permitted by law, notice of 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 ad valorem taxes of the City.

The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently 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 Assessments or the corresponding particular Assessed Property. The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under the Indenture or otherwise other than funds on deposit in the Administrative Fund.

Unconditional Levy of Assessments

The City will impose Assessments on the Assessed Property to pay the principal of and interest on the Bonds scheduled for payment from Pledged Revenues as described in the Indenture and in the Service and Assessment Plan and coming due during each fiscal year. The Assessments shall be effective on the date of, and strictly in accordance with the terms of, the Assessment Ordinance. Each Assessment may be paid immediately in full or in periodic Annual Installments over a period of time equal to the term of the Bonds, which installments shall include interest on the Assessments. Pursuant to the Assessment Ordinance, interest on the Assessments will be calculated at the rate of interest on the Bonds plus an additional 0.50% additional interest charged on Assessments pursuant to Section 372.018 of the PID Act (the “Additional Interest Rate”) calculated on the basis of a 360-day year of twelve 30-day months. Such rate may be adjusted as described in the Service and Assessment Plan. Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated annually and shall be due on or about October 1 of each year. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

As authorized by Section 372.018(b) of the PID Act, the City will collect, each year while the Bonds are Outstanding and unpaid, an amount to pay the Annual Collection Costs, which are the annual costs incurred by the City in the administration and operation of Improvement Area #1. The portion of each Annual Installment of an Assessment used to pay Annual Collection Costs shall remain in effect each year until all Bonds are finally paid or until the City adjusts the amount collected after an annual review in any year pursuant to Section 372.013 of the PID Act. The amount collected to pay Annual Collection Costs shall be due in the manner set forth in the Assessment Ordinance on or about October 1 of each year and shall be delinquent if not paid by February 1 of the following year. **Amounts collected for Annual Collection Costs are not part of the Trust Estate and will not secure repayment of the Bonds.**

There is no discount for the early payment of Assessments.

The PID Act provides that the Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney’s fees, if incurred) are a first and prior lien (the “Assessment Lien”) against the Assessed Property, superior to all other liens and claims, except liens and claims for the State, county, school district, or municipality for ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid (or otherwise discharged) and is enforceable by the City Council in the same manner that an ad valorem property tax levied against real property may be enforced by the City Council. See “ASSESSMENT PROCEDURES” herein. The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance (“Pre-existing Homestead Rights”) for as long as such rights are maintained on the property. See “BONDHOLDERS’ RISKS — Assessment Limitations.”

Failure to pay an Annual Installment when due will not accelerate the payment of the remaining Annual Installments of the Assessments and such remaining Annual Installments (including interest) will continue to be due and payable at the same time and in the same amount and manner as if such default had not occurred.

Perfected Security Interest

The lien on and pledge of the Pledged Revenues will be valid and binding and fully perfected from and after the Delivery Date, without physical delivery or transfer of control of the Trust Estate, the filing of the Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under the Indenture, and such pledge is 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 granted by the City under the Indenture is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, as amended, 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, Business and Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Pledged Revenue Fund

Periodically upon receipt thereof, the City shall transfer to the Trustee for deposit to the Pledged Revenue Fund the Assessments and Annual Installments, other than the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, which shall be deposited to the Administrative Fund in accordance with the Indenture. Following such deposit to the Pledged Revenue Fund, the City shall transfer or cause to be transferred the following amounts from the Pledged Revenue Fund to the following Accounts: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund, an amount sufficient to pay debt service on the Bonds Similarly Secured next coming due, taking into account any amounts then on deposit in such Principal and Interest Account, and (ii) second, if necessary, to the Reserve Account of the Reserve Fund, an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement. Notwithstanding the foregoing, the Additional Interest shall only be utilized for the purposes set forth in the Indenture and, immediately following the initial deposit to the Pledged Revenue Fund, prior to any other transfers or deposits being made under the Indenture, if the Delinquency and Prepayment Reserve Account of the Reserve Fund does not contain the Delinquency and Prepayment Reserve Requirement and Additional Interest is collected, then all such Additional Interest will be transferred into the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement is met. In addition, in the event the City owes Rebatale Arbitrage to the United States Government pursuant to the Indenture, the City shall provide written direction to the Trustee to transfer to the Rebate Fund, prior to any other transfer under the Indenture, the full amount of Rebatale Arbitrage owed by the City, as further described in the Indenture. If any funds remain on deposit in the Pledged Revenue Fund after the foregoing deposits are made, the City shall have the option, in its sole and absolute discretion, to use such excess funds for any one or more of the following purposes: (i) pay other costs of the Improvement Area #2A Improvements, (ii) pay other costs of the Improvement Area #2B Improvements, (iii) pay other costs permitted by the PID Act, or (iv) deposit such excess into the Redemption Fund to redeem Bonds Similarly Secured as provided in the Indenture. Along with each transfer to the Trustee, the City shall provide a certificate as to the funds, accounts and payments into which the amounts are to be deposited or paid.

From time to time as needed to pay the obligations relating to the Bonds Similarly Secured, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds Similarly Secured on the next Interest Payment Date.

If, after the foregoing transfers and any transfer from the Reserve Fund as provided in the Indenture, there are insufficient funds to make the payments provided in the paragraph above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured.

The Trustee shall transfer Prepayments to the Redemption Fund to be used to redeem Bonds Similarly Secured pursuant to the Indenture promptly after deposit of such amounts into the Pledged Revenue Fund.

Promptly after the deposit of Foreclosure Proceeds into the Pledged Revenue Fund, the Trustee shall transfer such Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Reserve Fund made with respect to the particular Assessed Property to which the Foreclosure Proceeds relate, and second, to the Redemption Fund to be used to redeem Bonds Similarly Secured pursuant to the Indenture.

After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds Similarly Secured and to fund any deficiency that may exist in the Reserve Fund, the Trustee shall transfer any Pledged Revenues remaining in the Pledged Revenue Fund for the purposes set forth in the Indenture, as directed by the City in a City Certificate.

Bond Fund

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 Installments) and interest then due and payable on the Bonds Similarly Secured.

If amounts in the Principal and Interest Account are insufficient for the purposes set forth in the paragraph above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency pursuant to the Indenture. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

The City may, in its discretion, deposit moneys into the Principal and Interest Account at any time from any source other than Assessments and Annual Installments, and upon such deposit, such moneys shall be part of the Trust Estate.

Project Fund

Money on deposit in the Project Fund shall be used for the purposes specified in the Indenture.

Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to the one or more City Certificates. Disbursements from the Improvement Area #2A Bond Improvement Account and Improvement Area #2B Bond Improvement Account of the Project Fund to pay Improvement Area #2A Project Costs and Improvement Area #2B Project Costs shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certificate for Payment. The funds from the Improvement Area #2A Bond Improvement Account and Improvement Area #2B Bond Improvement Account of the Project Fund shall be disbursed in accordance with a Certificate for Payment for Improvement Area #2A Project Costs or Improvement Area #2B Project Costs as described in the Construction, Funding and Acquisition Agreement. Each such Certificate for Payment shall include a list of the payees and the payments to be made to such payees as well as a statement that all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such Certificate for Payment or in the invoices submitted therewith and the Trustee may rely on such payment instructions with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the payment instructions contained therein.

Except as provided in the Indenture, money on deposit in the Improvement Area #2A Bond Improvement Account of the Project Fund shall be used solely to pay Improvement Area #2A Project Costs.

If the City Representative determines in his or her sole discretion that certain amounts then on deposit in the Improvement Area #2A Bond Improvement Account are not expected to be expended for purposes of the Project Fund due to the abandonment, or constructive abandonment, of one or more of the Improvement Area #2A Improvements such that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement Area #2A Bond Improvement Account will ever be expended for the purposes of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Area #2A Bond Improvement Account that are not expected to be used for purposes of the Project Fund. If such City Certificate is so filed, the identified amounts on deposit in the Improvement Area #2A Bond Improvement Account shall be transferred to the Bond Fund or to the Redemption Fund to be used to redeem Bonds as directed by the City Representative in a City Certificate filed with the Trustee.

Except as provided in the Indenture, money on deposit in the Improvement Area #2B Bond Improvement Account of the Project Fund shall be used solely to pay Improvement Area #2B Project Costs. If the City Representative determines in his or her sole discretion that certain amounts then on deposit in the Improvement Area #2B Bond Improvement Account are not expected to be expended for purposes of the Project Fund due to the abandonment, or constructive abandonment, of one or more of the Improvement Area #2B Improvements such that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement Area #2B Bond Improvement Account will ever be expended for the purposes of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Area #2B Bond Improvement Account that are not expected to be used for purposes of the Project Fund. If such City Certificate is so filed, the identified amounts on deposit in the Improvement Area #2B Bond Improvement Account shall be transferred to the Bond Fund or to the Redemption Fund to be used to redeem Bonds as directed by the City Representative in a City Certificate filed with the Trustee.

Upon the filing of a City Certificate stating that all Improvement Area #2A Improvements have been completed and that all Improvement Area #2A Project Costs have been paid, or that any Improvement Area #2A Project Costs are not required to be paid from the Project Fund pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining within the Improvement Area #2A Bond Improvement Account of the Project Fund to the Bond Fund or to the Redemption Fund to be used to redeem Bonds as directed by the City Representative in a City Certificate filed with the Trustee. Upon such transfer, the Improvement Area #2A Bond Improvement Account of the Project Fund shall be closed.

Upon the filing of a City Certificate stating that all Improvement Area #2B Improvements have been completed and that all Improvement Area #2B Project Costs have been paid, or that any Improvement Area #2B Project Costs are not required to be paid from the Project Fund pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining within the Improvement Area #2B Bond Improvement Account of the Project Fund to the Bond Fund or to the Redemption Fund to be used to redeem Bonds as directed by the City Representative in a City Certificate filed with the Trustee. Upon such transfer, the Improvement Area #2A Bond Improvement Account of the Project Fund shall be closed.

Upon a determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred, in the same proportionate amounts as the proportionate amounts of Bond proceeds deposited to the Improvement Area #2A Bond Improvement Account and the Improvement Area #2B Bond Improvement Account on the Date of Delivery of the Bonds, to the Improvement Area #2A Bond Improvement Account of the Project Fund and used to pay Improvement Area #2A Project Costs and to the Improvement Area #2B Bond Improvement Account of the Project Fund and used to pay Improvement Area #2B Project Costs, or, if no Improvement Area #2A Project Costs or Improvement Area #2B Project Costs, to the Principal and Interest Account and used to pay interest on the Bonds, as directed in a City Order filed with the Trustee, and the Costs of Issuance Account shall be closed.

Redemption Fund

Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee, pursuant to a City Order, shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds Similarly Secured on the dates specified for optional and extraordinary optional redemption as provided in the Indenture. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds Similarly Secured as provided in the Indenture or as provided in a Supplemental Indenture.

Reserve Fund

General Provisions. Pursuant to the Indenture, a Reserve Account and a Delinquency and Prepayment Reserve Account will each be created within the Reserve Fund for the benefit of the Bonds Similarly Secured and held by the Trustee.

Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first, from the Delinquency and Prepayment Reserve Account and second, from the Reserve Account to the Bond Fund the amounts necessary to cure such deficiency.

Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and in the Delinquency and Prepayment Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Bonds Similarly Secured.

If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and the Redemption Fund is sufficient to pay the principal amount and interest due on all Outstanding Bonds Similarly Secured on the next date the Bonds Similarly Secured may be optionally redeemed by the City at a redemption price of par, together with the unpaid interest accrued on such Bonds Similarly Secured as of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds Similarly Secured on such date.

Reserve Account Provisions. Pursuant to the Indenture, the Reserve Account will be funded with proceeds of the Bonds in the amount of the Reserve Account Requirement. Pursuant to the Indenture, the "Reserve Account Requirement" for the Bonds Similarly Secured will be an amount equal to the least of: (i) Maximum Annual Debt Service on the Bonds Similarly Secured, (ii) 125% of average Annual Debt Service on the Bonds Similarly Secured, and (iii) 10% of the proceeds of the Bonds Similarly Secured; provided, however, that such amount shall be reduced by the amount of transfers made pursuant to the Indenture for extraordinary optional redemptions for Prepayments; and provided further that as a result of a mandatory sinking fund redemption, an optional redemption or an extraordinary optional redemption pursuant to the Indenture, the Reserve Account Requirement shall be reduced by a percentage equal to the pro rata principal amount of Bonds Similarly Secured redeemed by such redemption divided by the total principal amount of the Outstanding Bonds Similarly Secured prior to such redemption. As of the Delivery Date, the Reserve Account Requirement is \$_____. See "APPENDIX B – Form of Indenture."

If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

In the event of an extraordinary optional redemption of Bonds Similarly Secured resulting from funds being deposited into the Redemption Fund pursuant to any provision of the Indenture, the Trustee, pursuant to written directions from the City, shall transfer from the Reserve Account of the Reserve Fund to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds Similarly Secured to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the funds on deposit in the Redemption Fund toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds Similarly Secured to the date fixed for redemption of the Bonds Similarly Secured be redeemed the Trustee shall transfer an amount equal to the shortfall, or any additional amounts necessary to permit the Bonds Similarly Secured to be redeemed in minimum principal amounts of \$1,000, from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds Similarly Secured on the next Interest Payment Date, unless within thirty days of such notice to the City Representative, the Trustee receives a City Order instructing the Trustee to apply such excess: (i) to pay amounts due under the Indenture, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds Similarly Secured, (iii) to the Improvement Area #2A Bond Improvement Account of the Project Fund to pay Improvement Area #2A Project Costs if such application and the expenditure of funds is expected to occur within three years of the Delivery Date, (iv) to the Improvement Area #2B Bond Improvement Account of the Project Fund

to pay Improvement Area #2B Project Costs if such application and the expenditure of funds is expected to occur within three years of the Delivery Date, or (v) to the Redemption Fund to be applied to the redemption of Bonds.

Delinquency and Prepayment Reserve Requirement. Pursuant to the Indenture, on or before March 15, 2025, and on or before March 15 of each year thereafter, the Trustee shall transfer the Additional Interest from the Pledged Revenue Fund to the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement has been accumulated in the Delinquency and Prepayment Reserve Account. At the time the Delinquency and Prepayment Reserve Requirement is fully accumulated in the Delinquency and Prepayment Reserve Account, the Trustee shall provide written notice of the amount on deposit exceeds the Delinquency and Prepayment Reserve Requirement to the City, and thereafter, the Trustee shall transfer the excess amount to either (i) the Administrative Fund for the payment of Annual Collection Costs or (ii) the Redemption Fund to be used to redeem Bonds Similarly Secured, as directed by the City pursuant to a City Order. In the event the Trustee does not receive a City Order directing the transfer of the excess amount to the Administrative Fund within 45 days of providing the foregoing notice to the City, the Trustee shall transfer the excess amount to the Redemption Fund to redeem Bonds Similarly Secured and provide the City with written notification of such transfer. Notwithstanding the foregoing, if at any time the amount on deposit in the Delinquency and Prepayment Reserve Account falls below the Delinquency and Prepayment Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement has been accumulated therein. In transferring the amounts pursuant to this paragraph, the Trustee may conclusively rely on a City Order (which shall be based on the Annual Installments as shown on the Assessment Roll in the Service and Assessment Plan) unless and until it receives a City Order directing that a different amount be used. The Delinquency and Prepayment Reserve Requirement is 5.5% of the principal amount of the Outstanding Bonds Similarly Secured. The Additional Interest shall continue to be collected and deposited pursuant to this paragraph until the Bonds Similarly Secured are no longer Outstanding, but only in the event the balance in the Delinquency and Prepayment Reserve Account is less than Delinquency and Prepayment Reserve Requirement.

Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amounts on deposit in the Delinquency and Prepayment Reserve Account exceed the Delinquency and Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and such excess shall be transferred, at the direction of the City pursuant to a City Order, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund to be used to redeem Bonds pursuant to the Indenture or Refunding Bonds pursuant to a Supplemental Indenture. In the event that the Trustee does not receive a City Order directing the transfer of such excess to the Administrative Fund within 45 days of providing notice to the City of such excess, the Trustee shall transfer such excess to the Redemption Fund to redeem Bonds pursuant to the Indenture or Refunding Bonds pursuant to a Supplemental Indenture and provide the City with written notification of the transfer. The Trustee shall incur no liability for the accuracy or validity of the transfer so long as the Trustee made such transfer in full compliance with.

Administrative Fund

The City will create under the Indenture an Administrative Fund to be held by the Trustee. Periodically upon receipt thereof, the City shall deposit or cause to be deposited to the Administrative Fund the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan. Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered pursuant to the Indenture and used as directed by a City Order solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual Collection Costs and Delinquent Collection Costs. The Administrative Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured. See “APPENDIX C — Service and Assessment Plan.”

Defeasance

Any Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding within the meaning of the Indenture (a “Defeased Bond”), when payment of the principal of, premium, if any, on such Defeased Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Defeasance Securities that mature as to principal and interest in such amount and at such times as will insure the availability,

without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds Similarly Secured with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such time as a Bond Similarly Secured shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond Similarly Secured and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the Trust Estate as provided in the Indenture, and such principal and interest shall be payable solely from such money or Defeasance Securities. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to the Indenture 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 Defeased Bonds and shall not be part of the Trust Estate. 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 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.

Any determination not to redeem Defeased Bond that is made in conjunction with the payment arrangements specified above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the Defeased Bond for redemption; (2) the City gives notice of the reservation of that right to the Owners of the Defeased Bond immediately following the defeasance; (3) the City directs that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (4) at or prior to the time of the redemption, the City satisfies the conditions of specified above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

“Defeasance Securities” means Investment Securities now or hereafter authorized by applicable law for the investment of funds to defease public securities. “Investment Securities” means those authorized investments described in the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended (the “PFIA”); and are, at the time made, included in and authorized by the City’s official investment policy as approved by the City Council from time to time. Under current State law, Investment Securities that are authorized for the investment of funds to defease public securities are (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality, and that, on the date the governing body of the City 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 (c) 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 City 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.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds Similarly Secured. Because the Indenture does not contractually limit such investments, Owners may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used as Defeasance Securities or that for any other Defeasance Security will be maintained at any particular rating category.

Events of Default

Each of the following occurrences or events constitutes an “Event of Default” under the Indenture:

- (i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;
- (ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings in accordance with the Indenture;

(iii) Default in the performance or observance of any covenant, agreement or obligation of the City under the Indenture, other than a default under (iv) below, and the continuation thereof for a period of ninety (90) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Trustee, which may give such notice in its discretion and which shall give such notice at the written request of the Owners of not less than 50% in aggregate Outstanding principal amount of the Bonds Similarly Secured then Outstanding; provided, however, if the default stated in the notice is capable of cure but cannot reasonably be cured within the applicable period, the City shall be entitled to a further extension of time reasonably necessary to remedy such default so long as corrective action is instituted by the City within the applicable period and is diligently pursued until such failure is corrected, but in no event for a period of time of more than one hundred eighty (180) days after such notice; and

(iv) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter.

Immediate Remedies for Default

Subject to provisions of the Indenture with respect to certain liabilities of the City, upon the happening and continuance of any Event of Default, then and in every such case the Trustee may proceed, and upon the written request of the Owners of not less than 50% in aggregate Outstanding principal amount of the Bonds Similarly Secured then Outstanding under the Indenture shall proceed to protect and enforce the rights of the Owners under the Indenture by action seeking mandamus or by other suit, action, or special proceeding in equity or at law in any court of competent jurisdiction for any relief to the extent permitted by Applicable Laws including, but not limited to, the specific performance of any covenant or agreement contained in the Indenture, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds Similarly Secured, in the selection of Trust Estate assets to be used in the payment of Bonds Similarly Secured due in an Event of Default, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Order, 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 Order, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and the Trustee shall not be liable to any Owner, or other Person, or the City by reason of the following selection, liquidation or sale.

Whenever moneys are to be applied pursuant to the Indenture, irrespective of and whether other remedies authorized under the Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, 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 Indenture. 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 reasonable judgment of the Trustee, proper for the purpose which may be designated in such request.

Restriction on Owner's Actions

No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust thereof or any other remedy thereunder, 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 the Owners of not less than a majority of the aggregate principal amount of the Bonds Similarly Secured then Outstanding have made written request to the Trustee directing the Trustee to proceed to

exercise the powers granted in the Indenture 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 the Indenture, (iv) the Trustee has for 60 days after such prior written notice failed or refused to exercise the powers granted in the Indenture, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority of the aggregate principal amount of the Bonds Similarly Secured then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, no one or more Owners of the Bonds Similarly Secured shall have any right in any manner whatsoever to affect, disturb, or prejudice the Indenture by its, his or their action or to enforce any right under the Indenture except in the manner provided in the Indenture, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided in the Indenture and for the equal benefit of the registered owners of all Bonds Similarly Secured 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 the Indenture and to any action or cause of action for the enforcement of the Indenture or for any other remedy under the Indenture.

Subject to provisions of the Indenture with respect to certain liabilities of the City, nothing in the Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond Similarly Secured at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond Similarly Secured issued thereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed therein and in the Bonds Similarly Secured.

In case the Trustee or any Owners shall have proceeded to enforce any right under the 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 thereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Application of Revenues and Other Moneys after Event of Default

All moneys securities, funds, Pledged Revenues and 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 Trustee's counsel fees, costs, and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out in the Indenture during the continuance of an Event of Default, 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 Similarly Secured, 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 Similarly Secured, or Redemption Price of any Bonds Similarly Secured 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 Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal due or Redemption Price and to the Owners entitled thereto, without any discrimination or preference.

The Trustee shall make payments to the Owners of the Bonds Similarly Secured pursuant to the Indenture not later than thirty (30) days after receipt of such good and available funds, and the record date shall be the date the Trustee receives such good and available funds.

In the event funds are not adequate to cure any of the Events of Default described above, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of the Indenture.

The restoration of the City to its prior position after any and all defaults have been cured, as provided above, shall not extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

Investment of Funds

Money in any Fund or Account established pursuant to the Indenture, other than the Reserve Fund, shall be invested by the Trustee in Investment Securities as directed by the City pursuant to a City Order filed with the Trustee; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Fund shall be invested in such Investment Securities as directed by the City pursuant to a City Order filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days.

Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of the Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in the Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

Against Encumbrances

Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate or upon any other property pledged under the Indenture, except the pledge created for the security of the Bonds Similarly Secured, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

So long as Bonds Similarly Secured are Outstanding, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds and any Refunding Bonds, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under the Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

Other Obligations or Other Liens; Refunding Bonds

The City reserves the right to issue obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues. Other than Refunding Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be done or omit to be done any matter or things whatsoever whereby the lien of the Indenture or the priority hereof might or could be lost or impaired.

The City reserves the right to issue Refunding Bonds for the purpose of refunding any of the Bonds Similarly Secured and in accordance with the conditions set forth below:

- (i) The maximum maturity for the Refunding Bonds will not exceed 30 years from the date of delivery of the Bonds;
- (ii) The principal of and interest on the Refunding Bonds must be scheduled to be paid or mature on March 15 or September 15, or both, of the years in which each principal or interest are scheduled to be paid or mature; and
- (iii) There shall be deposited to the Reserve Account of the Reserve Fund an amount equal to the Reserve Account Requirement taking into account the outstanding Bonds Similarly Secured, and the Refunding Bonds then proposed to be issued.

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SOURCES AND USES OF FUNDS*

The table that follows summarizes the expected sources and uses of proceeds of the Bonds and the contribution of the Master Developer:

Sources of Funds:

Principal Amount

\$

Total Sources

\$

Use of Funds:

Deposit to Improvement Area #2A Bond Improvement Account of the Project Fund

\$

Deposit to Improvement Area #2B Bond Improvement Account of the Project Fund

Deposit to Cost of Issuance Account of the Project Fund

Deposit to Reserve Account for the Reserve Fund

Deposit to Administrative Fund

Underwriter's Discount⁽¹⁾

Total Uses

\$

* *To be updated and completed upon pricing.*

(1) Includes Underwriter's Counsel fee of \$_____.

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DEBT SERVICE REQUIREMENTS*

The following table sets forth the anticipated debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2025	\$	\$	\$
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
Total	\$	\$	\$

* To be updated and completed upon pricing. *Preliminary; subject to change.*

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OVERLAPPING TAXES AND DEBT

The land within Improvement Area #2A-2B currently lies entirely within the City's corporate limits. The land within Improvement Area #2A-2B has been, and is expected to continue to be, subject to taxes imposed by taxing entities other than the City. Such taxes are payable in addition to the Assessments.

Overlapping Taxes

In addition to the City levying ad valorem taxes on the land within Improvement Area #2A-2B, Improvement Area #2A-2B is also located within Collin County, Community Independent School District ("Community ISD"), and the Collin County Community College District, all of which may levy ad valorem taxes upon land within Improvement Area #2A-2B for payment of debt incurred by such governmental entities and/or for payment of maintenance and operations expenses. The City has no control over the level of ad valorem taxes or special assessments levied by such other taxing authorities. The following table reflects the overlapping ad valorem tax rates currently levied on property located in Improvement Area #2A-2B.

Overlapping Taxes – Improvement Area #2A

Taxing Entity ⁽¹⁾	Tax Year 2023 Ad Valorem Tax Rate ⁽²⁾
City of Lavon	\$0.4201
Collin County	0.1494
Community Independent School District	1.2575
Collin County Community College District	0.0812
Total	\$1.9082
Estimated average annual installment of Assessments and ZIRA Assessments allocable to Improvement Area #2A as an Equivalent Tax Rate ⁽³⁾	\$0.9392

Estimated Total Tax Rate and Average Annual Installment of Assessments in Improvement Area #2A as an Equivalent Tax Rate **\$2.8474**

- ⁽¹⁾ Improvement Area #2A (Pod 2E) is located in the Nevada SUD; however, such SUD does not levy an ad valorem tax. See "THE IMPROVEMENT AREA #2A-2B AUTHORIZED IMPROVEMENTS -- Ownership and Maintenance of -- Ownership and Maintenance of Improvement Area #2A Improvements and Improvement Area #2B Improvements."
- ⁽²⁾ Per \$100 taxable appraised value. Rounded to nearest fourth digit.
- ⁽³⁾ Derived from the Service and Assessment Plan. Includes the annual installment of the Assessments securing the Bonds and the annual installment of the ZIRA Assessments allocable to Improvement Area #2A. Pursuant to the Development Agreement the maximum Assessment on any lot or parcel shall be no greater than \$1.00 per \$100 of assessed valuation.
Source: Collin Central Appraisal District

Overlapping Taxes – Improvement Area #2B

Taxing Entity ⁽¹⁾	Tax Year 2023 Ad Valorem Tax Rate ⁽²⁾
City of Lavon	\$0.4201
Collin County	0.1494
Community Independent School District	0.0812
Collin County Community College District	1.2575
Total	\$1.9082
Estimated average annual installment of Assessments and ZIRA Assessments allocable to Improvement Area #2B as an Equivalent Tax Rate ⁽³⁾	\$0.9525

Estimated Total Tax Rate and Average Annual Installment of Assessments in Improvement Area #2B as an Equivalent Tax Rate **\$2.8607**

- ⁽¹⁾ Improvement Area #2B (Pod 2B-2) is located in the Bear Creek SUD; however, such SUD does not levy an ad valorem tax. See "THE IMPROVEMENT AREA #2A-2B AUTHORIZED IMPROVEMENTS -- Ownership and Maintenance of Improvement Area #2A Improvements and Improvement Area #2B Improvements."
- ⁽²⁾ Per \$100 taxable appraised value. Rounded to nearest fourth digit.
- ⁽³⁾ Derived from the Service and Assessment Plan. Includes the annual installment of the Assessments securing the Bonds and the annual installment of the ZIRA Assessments allocable to Improvement Area #2B. Pursuant to the Development Agreement the maximum Assessment on any lot or parcel shall be no greater than \$1.00 per \$100 of assessed valuation.
Source: Collin Central Appraisal District

Overlapping Debt

As noted above, the District includes territory located in other governmental entities that may issue or incur debt secured by the levy and collection of ad valorem taxes or assessments. Set forth below is an overlapping debt table showing the outstanding indebtedness payable from ad valorem taxes with respect to property within Improvement Area #2A-2B, and City debt to be secured by the Assessments:

Overlapping Debt – Improvement Area #2A-2B

Taxing or Assessing Entity ⁽¹⁾	Gross Outstanding Debt as of September 15, 2024	Estimated Percentage Applicable ⁽²⁾	Direct and Estimated Overlapping Debt ⁽²⁾
The City (the Bonds)	\$11,833,000*	100%	\$11,833,000*
The City (the Z1RA Bonds)	7,902,000	100%	7,902,000
The City (General Obligation)	27,950,000	3.75%	1,049,128
Collin County	841,715,000	0.02%	137,920
Community Independent School District	459,865,000	0.02%	84,077
Collin County Community College District	347,555,000	1.62%	5,636,438
Total	\$1,696,820,000		\$26,642,563

* Preliminary, subject to change.

(1) Improvement Area #2A(Pod 2E) is located in the Nevada SUD and Improvement Area #2B (Pod 2B-2) is located in the Bear Creek SUD; however, such SUDs do not levy an ad valorem tax.

(2) Based on the appraised value of the respective area and the tax year 2023 certified values reported by the Collin Central Appraisal District.

Source: *Municipal Advisory Council of Texas*

Agricultural Use

If land is devoted principally to agricultural use, the landowner can apply for an agricultural valuation on the property and pay ad valorem taxes based on the land's agricultural value. Agricultural use includes production of crops or livestock. It also can include leaving the land idle for a government program or for normal crop or livestock rotation.

If land qualified for an agricultural valuation and the land use changes to a non-agricultural use, "rollback taxes" are assessed for each of the previous three years in which the land received the lower agricultural valuation. The rollback tax is the difference between taxes paid on land's agricultural value and the taxes that the landowner would have paid if the land had been taxed on a higher market value for each year from the date on which taxes would have been due. If the land use changes to a non-agricultural use on only a portion of a larger tract, the landowner can fence off the remaining land and maintain the agricultural valuation on the remaining land. In this scenario, the landowner would only be responsible for rollback taxes on that portion of the land where use changed and not the entire tract.

The land within Improvement Area #2A-2B is no longer entitled to valuation for ad valorem tax purposes based upon its agricultural use. The Pod Developers have paid rollback taxes for such land. The land within the Future Improvement Area remains entitled to valuation for ad valorem tax purposes based upon its agricultural use.

Homeowners' Association

In addition to the taxes and the Assessments, each owner of a single-family lot within Improvement Area #2A-2B will pay an annual maintenance and operation fee and/or a property owners' association fee to the homeowners' association (the "Homeowners' Association"). The current Homeowners' Association annual fee is \$1,860. See "THE ELEVON DEVELOPMENT – Development Agreement."

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ASSESSMENT PROCEDURES

General

Capitalized terms used under this caption and not otherwise defined in this Limited Offering Memorandum shall have the meanings given in the Service and Assessment Plan.

As required by the PID Act, when the City determines to defray a portion of the costs of the Improvement Area #2A Authorized Improvements through Improvement Area #2A Assessments, it must adopt a resolution generally describing the Improvement Area #2A Authorized Improvements and the land within Improvement Area #2A to be subject to Improvement Area #2A Assessments to pay the costs therefor. Additionally, when the City determines to defray a portion of the costs of the Improvement Area #2B Authorized Improvements through Improvement Area #2B Assessments, it must adopt a resolution generally describing the Improvement Area #2B Authorized Improvements and the land within Improvement Area #2B to be subject to Improvement Area #2B Assessments to pay the costs therefor. The City has caused assessment rolls to be prepared (the “Improvement Area #2A Assessment Roll” and “Improvement Area #2B Assessment Roll”, respectively), which Improvement Area #2A Assessment Roll shows the land within Improvement Area #2A to be assessed and which Improvement Area #2B Assessment Roll shows the land within Improvement Area #2B to be assessed, the amount of the benefit to and the Improvement Area #2A Assessment against each lot or parcel of land and the number of Improvement Area #2A Annual Installments in which the Improvement Area #2A Assessment is divided, as well as the amount of the benefit to and the Improvement Area #2B Assessment against each lot or parcel of land and the number of Improvement Area #2B Annual Installments in which the Improvement Area #2B Assessment is divided. The Improvement Area #2A Assessment Roll and Improvement Area #2B Assessment Roll were filed with the City Secretary and made available for public inspection. Statutory notice was published in a newspaper of general circulation of the area in the District and was given to the owners of the property to be assessed and a public hearing was conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Improvement Area #2A Authorized Improvements and Improvement Area #2B Authorized Improvements and funding the same with the Improvement Area #2A Assessments and Improvement Area #2B Assessments, respectively. The City levied the Improvement Area #2A Assessments and Improvement Area #2B Assessments and adopted the Assessment Ordinance on September 3, 2024, after which the Improvement Area #2A Assessments and Improvement Area #2B Assessments became legal, valid and binding liens upon the Improvement Area #2A Assessed Property and Improvement Area #2B Assessed Property, respectively.

Under the PID Act, the costs of Improvement Area #2A Authorized Improvements and Improvement Area #2B Authorized Improvements may be assessed by the City against the Improvement Area #2A Assessed Property and Improvement Area #2B Assessed Property, respectively, so long as the special benefit conferred upon the Improvement Area #2A Assessed Property by the Improvement Area #2A Authorized Improvements and the Improvement Area #2B Assessed Property by the Improvement Area #2B Authorized Improvements equals or exceeds the Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively. The costs of the Improvement Area #2A Authorized Improvements and Improvement Area #2B Authorized Improvements, respectively, may be assessed using any methodology that results in the imposition of equal shares of cost on Improvement Area #2A Assessed Property and Improvement Area #2B Assessed Property similarly benefited. The allocation of benefits and assessments to the benefited land within the District, including Improvement Area #2A and Improvement Area #2B, is set forth in the Service and Assessment Plan, which should be read in its entirety. See “APPENDIX C — Service and Assessment Plan.”

Assessment Methodology

The Service and Assessment Plan describes the special benefit received by each parcel of Improvement Area #2A Assessed Property or Improvement Area #2B Assessed Property, respectively, as a result of the Improvement Area #2A Authorized Improvements or Improvement Area #2B Authorized Improvements, respectively, provides the basis and justification for the determination that such special benefit exceeds the Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively, levied, and establishes the methodology by which the City allocates the special benefit of the Improvement Area #2A Authorized Improvements or Improvement Area #2B Authorized Improvements, respectively, to parcels in a manner that results in equal shares of costs being apportioned to parcels similarly benefited. As described in the Service and Assessment Plan, a portion of the costs of the Improvement Area #2A Authorized Improvements and Improvement Area #2B Authorized Improvements, respectively, are being funded with proceeds of the Bonds, which are payable from and secured by the Trust Estate

consisting of the Pledged Revenues, including the Improvement Area #2A Assessments and Improvement Area #2B Assessments, respectively.

As described in the Service and Assessment Plan, the costs of the Improvement Area #2A Authorized Improvements and Improvement Area #2B Authorized Improvements, respectively, were allocated to each Parcel within Improvement Area #2A or Improvement Area #2B based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #2A Assessed Property or Improvement Area #2B Assessed Property, respectively, to the Estimated Buildout Value of all Improvement Area #2A Assessed Property or Improvement Area #2B Assessed Property, respectively.

The City has determined that such method of allocation will result in the imposition of equal shares of the Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively, on Parcels similarly situated within the District. The Improvement Area #2A Assessments and Improvement Area #2B Assessments, respectively, and interest thereon are expected to be paid in Improvement Area #2A Annual Installments and Improvement Area #2B Annual Installments, respectively, as described above. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Master Developer, all other current owners of property within the District and all future owners and developers within the District. See “APPENDIX C — Service and Assessment Plan.”

The tables below show the estimated value to lien analysis in Improvement Area #2A and Improvement Area #2B. Upon the issuance of any Refunding Bonds, the revenues of the Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively, will secure the payment of the Bonds and the Refunding Bonds on parity basis under the Indenture. The tables below also include the Z1RA Assessments allocable to Improvement Area #2A and Improvement Area #2B, respectively.

Estimated Improvement Area #2A Value to Lien Ratios*
(Improvement Area #2A Assessments Securing Bonds, and
Z1RA Assessments allocable to Improvement Area #2A)

Pod	Lot Size	Number of Lots ⁽¹⁾	Estimated Finish Lot Value ⁽²⁾	Estimated Base Home Price ⁽³⁾	Total Estimated Buildout Value ⁽⁴⁾	Estimated Aggregate Assessments Per Lot ⁽⁵⁾	Estimated Ratio of Value of Finished Lot Value to Assessment ⁽⁵⁾	Estimated Ratio of Value of Home Price to Assessment ⁽⁵⁾
Pod 2E	40'	42	\$76,000	\$297,000	\$12,474,000	\$36,825.22	2.064	8.07
	45'	61	81,320	344,000	20,984,000	42,652.78	1.907	8.07
	50'	115	85,000	371,000	42,665,000	46,000.52	1.848	8.07
	60'	45	87,500	445,000	20,025,000	55,175.83	1.586	8.07
Total		263						

- * Preliminary; subject to change.
- (1) Derived from information in the Service and Assessment Plan.
- (2) As provided by the Appraisal, with a date of valuation of August 1, 2024.
- (3) Estimated Build Out Value as provided in the Service and Assessment Plan. May vary from actual home prices obtained by Builders.
- (4) Derived from information in the Service and Assessment Plan.
- (5) Includes the Improvement Area #2A Assessments securing the Bonds and the Z1RA Assessment allocable to Improvement Area #2A.

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Estimated Improvement Area #2B Value to Lien Ratios*
(Improvement Area #2B Assessments Securing Bonds, and
Z1RA Assessments allocable to Improvement Area #2B)

Pod	Lot Size	Number of Lots ⁽¹⁾	Estimated Finish Lot Value ⁽²⁾	Estimated Base Home Price ⁽³⁾	Total Estimated Buildout Value ⁽⁴⁾	Estimated Aggregate Assessments Per Lot ⁽⁵⁾	Estimated Ratio of Value of Finished Lot Value to Assessment ⁽⁵⁾	Estimated Ratio of Value of Home Price to Assessment ⁽⁵⁾
Pod 2B-2	40'	101	\$81,320	\$297,000	\$29,997,000	\$36,825.95	2.208	8.06
	50'	89	93,650	371,000	33,019,000	46,001.44	2.036	8.06
Total		190						

- * Preliminary; subject to change.
- (1) Derived from information in the Service and Assessment Plan.
- (2) As provided by the Appraisal, with a date of valuation of August 1, 2025.
- (3) Estimated Build Out Value as provided in the Service and Assessment Plan. May vary from actual home prices obtained by Builders.
- (4) Derived from information in the Service and Assessment Plan.
- (5) Includes the Improvement Area #2B Assessments securing the Bonds and Z1RA Assessment allocable to Improvement Area #2B.

Collection and Enforcement of Assessment Amounts

Under the PID Act, the Improvement Area #2A Annual Installments and Improvement Area #2B Annual Installments, respectively, may be collected in the same manner and at the same time as ad valorem taxes of the City. The Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively, may be enforced by the City in the same manner that an ad valorem tax lien against real property is enforced. Delinquent installments of the Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively, incur interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes. Under the PID Act, the Assessment Lien is a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for State, county, school district or municipality ad valorem taxes. See "BONDHOLDERS' RISKS — Assessment Limitations" herein.

In the Indenture, the City will covenant to collect, or cause to be collected, Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively, as provided in the Service and Assessment Plan. No less frequently than annually, City staff or a designee of the City shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of the Improvement Area #2A Annual Installments and Improvement Area #2B Annual Installments, respectively. Each Annual Service Plan Update shall include an updated Improvement Area #2A Assessment Roll and Improvement Area #2B Assessment Roll and a calculation of the Improvement Area #2A Annual Installment and Improvement Area #2B Annual Installment, respectively, for each Parcel. Annual Collection Costs were allocated among all Parcels in proportion to the amount of the Improvement Area #2A Annual Installments and Improvement Area #2B Annual Installments, respectively, for the Parcels.

In the Indenture, the City will covenant, agree and warrant that, for so long as any Bonds Similarly Secured are Outstanding, that it will take and pursue all actions permissible under Applicable Laws to cause the Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively, 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 no reduction, abatement or exemption in the Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively.

To the extent permitted by law, notice of the Improvement Area #2A Annual Installments and Improvement Area #2B Annual Installments, respectively, will 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 Improvement Area #2A Annual Installments and Improvement Area #2B Annual Installments, respectively, 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 ad valorem taxes of the City.

The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Improvement Area #2A Annual Installment or Improvement Area #2B Annual Installment, respectively, is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any

and all appropriate and legally permissible actions to obtain such Improvement Area #2A Annual Installment or Improvement Area #2B Annual Installment, respectively, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Improvement Area #2A Annual Installment or Improvement Area #2B Annual Installment, respectively. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively, or the corresponding Improvement Area #2A Assessed Property or Improvement Area #2B Assessed Property, respectively.

The City will implement the basic timeline and procedures for Improvement Area #2A Assessment collections and Improvement Area #2B Assessment collections, and pursuit of delinquencies set forth in Exhibit C of the Disclosure Agreement of Issuer set forth in APPENDIX E-1 and to comply therewith to the extent that the City reasonably determines that such compliance is the most appropriate timeline and procedures for enforcing the payment of delinquent Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively.

The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under the Indenture or otherwise other than with funds on deposit in the Administrative Fund.

Improvement Area #2A Annual Installments and Improvement Area #2B Annual Installments, respectively, will be paid to the City or its agent. Improvement Area #2A Annual Installments and Improvement Area #2B Annual Installments, respectively, are due when billed each year and become delinquent on February 1 of the following year. In the event Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively, are not timely paid, there are penalties and interest as set forth below:

<u>Date Payment</u>	<u>Cumulative</u>	<u>Cumulative</u>	
<u>Received</u>	<u>Penalty</u>	<u>Interest</u>	<u>Total</u>
February	6%	1%	7%
March	7%	2%	9%
April	8%	3%	11%
May	9%	4%	13%
June	10%	5%	15%
July	12%	6%	18%

After July, the penalty remains at 12%, and interest accrues at the rate of 1% each month. In addition, if an account is delinquent in July, a 20% attorney's collection fee may be added to the total penalty and interest charge. In general, property subject to lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. An automatic stay by creditors or other entities, including governmental units, could prevent governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In most cases, post-petition Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively, are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

Assessment Amounts

Improvement Area #2A Assessments. The Improvement Area #2A Maximum Assessment has been established by the methodology described in Section VI of, and shown in Exhibits E-1 and H-1 to, the Service and Assessment Plan and will be calculated at the time a respective final plat is recorded. See "ASSESSMENT PROCEDURES — Assessment Methodology – Estimated Improvement Area #2A Value to Lien Ratios" above. See "OVERLAPPING TAXES AND DEBT — Overlapping Taxes" and "APPENDIX C — Service and Assessment Plan."

The Improvement Area #2A Assessment Roll sets forth for each year the Improvement Area #2A Annual Installment for each Parcel consisting of (i) the annual portion allocable to principal and interest on the Improvement Area #2A Assessment for each Parcel, (ii) the Additional Interest and (iii) the component of the Improvement Area #2A Annual Installment allocable to Annual Collection Costs. The Improvement Area #2A Annual Installments may not exceed the amounts shown on the Improvement Area #2A Assessment Roll. The Improvement Area #2A Assessments were levied against the Parcels comprising the Improvement Area #2A Assessed Property as indicated on the Improvement Area #2A Assessment Roll. See "APPENDIX C — Service and Assessment Plan."

Method of Apportionment of Improvement Area #2A Assessments. For purposes of the Service and Assessment Plan, the City Council determined that the Improvement Area #2A Assessments shall be allocated to the Parcels within the Improvement Area #2A Assessed Property according to Estimated Buildout Value, as permitted by the PID Act. As the existing Parcels are subsequently divided, the Improvement Area #2A Assessments will be apportioned pro rata according to the Estimated Buildout Value of the newly created Parcels. See “ASSESSMENT PROCEDURES — Assessment Methodology” and “APPENDIX C — Service and Assessment Plan.”

The following table reflects the estimated allocation of Improvement Area #2A Assessments and the Z1RA Assessments allocable to Improvement Area #2A levied and to be collected.

Estimated Allocation of Improvement Area #2A Assessments*
(Improvement Area #2A Assessments Securing Bonds, and
Z1RA Assessments allocable to Improvement Area #2A)

Lot Size	Number of Lots ⁽¹⁾	Estimated Buildout Value Per Lot ⁽²⁾	Estimated Improvement Area #2 Maximum Assessment Per Lot ⁽³⁾	Total Improvement Area #2 Assessment	Estimated Average Annual Installment per Lot ⁽⁴⁾	Equivalent Tax Rate per \$100 Assessed Value ⁽³⁾
40'	42	\$297,000	\$37,955.79	\$1,594,142.98	\$2,835.98	\$0.9549
45'	61	344,000	43,962.26	2,681,697.63	3,284.77	0.9549
50'	115	371,000	47,412.78	5,452,469.95	3,542.58	0.9549
60'	45	445,000	56,869.78	2,559,140.06	4,249.19	0.9549
Total	263					

* Preliminary; subject to change.

(1) Derived from information in the Service and Assessment Plan.

(2) Derived from information in Exhibit E-1 to Service and Assessment Plan, which was provided by Master Developer.

(3) Includes the Improvement Area #2A Assessments securing the Bonds and the Z1RA Assessments allocable to Improvement Area #2A. Derived from information in the Service and Assessment Plan. Based on Improvement Area #2 Annual Installments due from 2025 to 2053 due to the release of funds from the accounts within the Reserve Fund reducing the Improvement Area #2 Annual Installment due January 31, 2054.

(4) Total Improvement Area #2 Assessments may not add due to rounding.

Improvement Area #2B Assessments. The Improvement Area #2B Maximum Assessment has been established by the methodology described in Section VI of, and shown in Exhibits E-1 and I-1 to, the Service and Assessment Plan and will be calculated at the time a respective final plat is recorded. See “ASSESSMENT PROCEDURES — Assessment Methodology – Estimated Improvement Area #2B Value to Lien Ratios” above. See “OVERLAPPING TAXES AND DEBT — Overlapping Taxes” and “APPENDIX C — Service and Assessment Plan.”

The Improvement Area #2B Assessment Roll sets forth for each year the Improvement Area #2B Annual Installment for each Parcel consisting of (i) the annual portion allocable to principal and interest on the Improvement Area #2B Assessment for each Parcel, (ii) the Additional Interest and (iii) the component of the Improvement Area #2B Annual Installment allocable to Annual Collection Costs. The Improvement Area #2B Annual Installments may not exceed the amounts shown on the Improvement Area #2B Assessment Roll. The Improvement Area #2B Assessments were levied against the Parcels comprising the Improvement Area #2B Assessed Property as indicated on the Improvement Area #2B Assessment Roll. See “APPENDIX C — Service and Assessment Plan.”

Method of Apportionment of Improvement Area #2B Assessments. For purposes of the Service and Assessment Plan, the City Council has determined that the Improvement Area #2B Assessments shall be allocated to the Parcels within the Improvement Area #2B Assessed Property according to Estimated Buildout Value, as permitted by the PID Act. As the existing Parcels are subsequently divided, the Improvement Area #2B Assessments will be apportioned pro rata according to the Estimated Buildout Value of the newly created Parcels. See “ASSESSMENT PROCEDURES — Assessment Methodology” and “APPENDIX C — Service and Assessment Plan.”

The following table reflects the estimated allocation of Improvement Area #2B Assessments and the Z1 Remainder Area Assessments allocable to Improvement Area #2B levied and to be collected.

Estimated Allocation of Improvement Area #2B Assessments*
(Improvement Area #2B Assessments Securing Bonds, and
Z1RA Assessments allocable to Improvement Area #2B)

Lot Size	Number of Lots ⁽¹⁾	Estimated	Estimated	Total	Estimated	Equivalent Tax Rate per \$100 Assessed Value ⁽³⁾
		Buildout Value Per Lot ⁽²⁾	Area #2 Maximum Assessment Per Lot ⁽³⁾	Improvement Area #2 Assessment	Average Annual Installment per Lot ⁽⁴⁾	
40'	101	\$297,000	\$37,400.95	\$3,777,495.79	\$2,834.88	\$0.9545
50'	89	371,000	46,719.70	4,158,053.58	3,541.22	0.9545
Total	190					

* Preliminary; subject to change.

(1) Derived from information in the Service and Assessment Plan.

(2) Derived from information in Exhibit E-1 to Service and Assessment Plan, which was provided by Master Developer.

(3) Includes the Improvement Area #2B Assessments securing the Bonds and the ZIRA Assessments allowable to Improvement Area #2B. Derived from information in the Service and Assessment Plan. Based on Improvement Area #2 Annual Installments due from 2025 to 2053 due to the release of funds from the accounts within the Reserve Fund reducing the Improvement Area #2 Annual Installment due January 31, 2054.

(4) Total Improvement Area #2 Assessments may not add due to rounding.

The Bonds Similarly Secured are secured by a lien on and pledge of the Trust Estate consisting primarily of Pledged Revenues, including revenues from the Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively. See “SECURITY FOR THE BONDS” and “APPENDIX C — Service and Assessment Plan.”

Prepayment of Assessments

Voluntary Prepayments. Pursuant to the PID Act and the Indenture, the owner of any Improvement Area #2A Assessed Property or Improvement Area #2B Assessed Property, respectively, may voluntarily prepay (a “Prepayment”) all or part of any Improvement Area #2A Assessment or Improvement Area #2B Assessment levied against any Lot or Parcel, together with accrued interest to the date of payment, at any time. Upon receipt of such Prepayment, such amounts will be applied towards the redemption or payment of the Bonds. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Improvement Area #2A Assessment or Improvement Area #2B Assessment are not to be considered a Prepayment, but rather are to be treated as payment of regularly scheduled Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively.

Mandatory Prepayment. If (i) Improvement Area #2A Assessed Property or Improvement Area #2B Assessed Property, respectively, is transferred to a person or entity that is exempt from payment of the Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively, or (ii) the owner of Improvement Area #2A Assessed Property or Improvement Area #2B Assessed Property, respectively, causes the Improvement Area #2A Assessed Property or Improvement Area #2B Assessed Property, respectively, to become Non-Benefitted Property (as defined in the Service and Assessment Plan), the owner transferring the Improvement Area #2A Assessed Property or Improvement Area #2B Assessed Property, respectively, or causing the change in status shall pay to the City, or cause to be paid to the City, the full amount of the full amount of the Improvement Area #2A Assessment or Improvement Area #2B Assessment, respectively, plus all Prepayment Costs and Delinquent Collection Costs for such Improvement Area #2A Assessed Property or Improvement Area #2B Assessed Property, prior to any such conveyance or act, and no such conveyance shall be effective until the City receives such payment. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable “Notice of Assessment Termination,” a form of which is attached to the Service and Assessment Plan as Exhibit L.

True-Up of Assessments if Improvement Area #2A or Improvement Area #2B Maximum Assessment Exceeded at Plat. Prior to the City approving a final subdivision plat for Improvement Area #2A or Improvement Area #2B, the PID Administrator will certify that such plat will not cause the Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively, per lot for any Lot within Improvement Area #2A or Improvement Area #2B to exceed the Improvement Area #2A Maximum Assessment or Improvement Area #2B Maximum Assessment,

respectively. If the PID Administrator determines that the resulting Improvement Area #2A Assessment or Improvement Area #2B Assessment per lot for any Lot will exceed the Improvement Area #2A Maximum Assessment or Improvement Area #2B Maximum Assessment, then (1) the Improvement Area #2A Maximum Assessment or Improvement Area #2B Maximum Assessment applicable to each Lot Type shall each be reduced to the Improvement Area #2A Maximum Assessment or Improvement Area #2B Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City, or cause to be paid to the City, the amount the Improvement Area #2A Assessment or Improvement Area #2B Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the final plat. The City's approval of a plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such amounts. See "OVERLAPPING TAXES AND DEBT — Overlapping Taxes," "ASSESSMENT PROCEDURES — Assessment Methodology – Estimated Improvement Area #2A Value to Lien Ratios" and "– Estimated Improvement Area #2B Value to Lien Ratios" and "APPENDIX C — Service and Assessment Plan."

Prepayment as a Result of an Eminent Domain Proceeding or Taking. Subject to applicable law, if any portion of any Parcel of Improvement Area #2A Assessed Property or Improvement Area #2B Assessed Property, respectively, is taken from a landowner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Improvement Area #2A Assessed Property or Improvement Area #2B Assessed Property is made to an entity with the authority to condemn all or a portion of the Improvement Area #2A Assessed Property or Improvement Area #2B Assessed Property, respectively, in lieu of or as a part of an eminent domain proceeding (a "Taking"), the portion of the Improvement Area #2A Assessed Property or Improvement Area #2B Assessed Property, respectively, that was taken or transferred (the "Taken Property") shall be reclassified as Non-Benefitted Property.

For the Improvement Area #2A Assessed Property or Improvement Area #2B Assessed Property, respectively, that is subject to the Taking as described in the preceding paragraph, the Improvement Area #2A Assessment or Improvement Area #2B Assessment, respectively, that was levied against the Improvement Area #2A Assessed Property or Improvement Area #2B Assessed Property, respectively, (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Improvement Area #2A Assessed Property or Improvement Area #2B Assessed Property, respectively, (the Improvement Area #2A Assessed Property or Improvement Area #2B Assessed Property, respectively, less the Taken Property) (the "Remaining Property") following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Improvement Area #2A Assessment or Improvement Area #2B Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay pursuant to the Service and Assessment Plan, as updated, and the PID Act, the Improvement Area #2A Assessment or Improvement Area #2B Assessment that remains due on the Remaining Property, subject to an adjustment in the Improvement Area #2A Assessment or Improvement Area #2B Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Improvement Area #2A Assessment or Improvement Area #2B Assessment that remains due on the Remaining Property exceeds the Improvement Area #2A Maximum Assessment or Improvement Area #2B Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Improvement Area #2A Assessment or Improvement Area #2B Assessment against the Remaining Property does not exceed the Improvement Area #2A Maximum Assessment or Improvement Area #2B Maximum Assessment, in which case the Improvement Area #2A Assessment or Improvement Area #2B Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment.

In all instances the Improvement Area #2A Assessment or Improvement Area #2B Assessment remaining on the Remaining Property shall not exceed the Improvement Area #2A Maximum Assessment or Improvement Area #2B Maximum Assessment, respectively.

Notwithstanding the preceding paragraphs under this subsection, if the landowner notifies the City and the PID Administrator that the Taking prevents the Remaining Property from being developed as shown on a final plat, such landowner shall, upon receipt of the compensation for the Taken Property, be required to prepay the total amount of the Improvement Area #2A Assessment or Improvement Area #2B Assessment levied against both the Taken Property and Remaining Property. The landowner will remain liable to pay the Improvement Area #2A Assessment or Improvement Area #2B Assessment on both the Taken Property and the Remaining Property until such time that such Improvement Area #2A Assessment or Improvement Area #2B Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Improvement Area #2A Assessments or Improvement Area #2B Assessments shall never be reduced to an amount less than is required to pay all debt service requirements on all outstanding Bonds.

Reduction of Assessments. If, as a result of cost savings or the failure to construct all or a portion of an Improvement Area #2A Authorized Improvement or Improvement Area #2B Authorized Improvement, the Actual Costs of any Improvement Area #2A Authorized Improvements or Improvement Area #2B Authorized Improvements are less than the Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively, then the Trustee shall apply amounts on deposit in the applicable account of the Project Fund that are not expected to be used for the purposes of the Project Fund to redeem outstanding Bonds, unless otherwise directed by the Indenture. The Improvement Area #2A Assessments or Improvement Area #2B Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding Bonds Similarly Secured.

Priority of Lien

The Improvement Area #2A Assessments and Improvement Area #2B Assessments, or any reassessment, the expense of collection, and reasonable attorney's fees, if incurred, constitute a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for the State, county, school district or municipality ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance until the Improvement Area #2A Assessments and Improvement Area #2B Assessments are paid and may be enforced by the City in the same manner as an ad valorem tax levied against real property may be enforced by the City. The owner of any Improvement Area #2A Assessed Property or Improvement Area #2B Assessed Property, respectively, may pay the entire Improvement Area #2A Assessment or Improvement Area #2B Assessment, respectively, levied against any Lot or Parcel, together with accrued interest to the date of payment, at any time.

Foreclosure Proceedings

In the event of delinquency in the payment of any Improvement Area #2A Annual Installment or Improvement Area #2B Annual Installment, except for unpaid Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively, on homestead property (unless the lien associated with the Improvement Area #2A Assessment or Improvement Area #2B Assessment, respectively, attached prior to the date the property became a homestead), the City is empowered to order institution of an action in State district court to foreclose the lien of such delinquent Improvement Area #2A Annual Installment or Improvement Area #2B Annual Installment. In such action the real property subject to the delinquent Improvement Area #2A Annual Installments or Improvement Area #2B Annual Installments, respectively, may be sold at judicial foreclosure sale for the amount of such delinquent Improvement Area #2A Annual Installments or Improvement Area #2B Annual Installments, plus penalties and interest.

Any sale of property for nonpayment of an installment or installments of an Improvement Area #2A Assessment or Improvement Area #2B Assessment will be subject to the lien established for remaining unpaid installments of the Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively, against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent installments of the Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively, against such property as they become due and payable. Judicial foreclosure proceedings are not mandatory. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and in such event there could be an additional delay in payment of the principal of and interest on the Bonds Similarly Secured or such payment may not be made in full. The City is not required under any circumstance to purchase or make payment for the purchase of the delinquent Improvement Area #2A Assessments or Improvement Area #2B Assessments on the corresponding Improvement Area #2A Assessed Property or Improvement Area #2B Assessed Property, respectively.

In the Indenture, the City will covenant to take and pursue all reasonable actions permissible under Applicable Laws to cause the Improvement Area #2A Assessments or Improvement Area #2B Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption of the Improvement Area #2A Assessments or Improvement Area #2B

Assessments, provided that the City is not required to expend any funds for collection and enforcement of Improvement Area #2A Assessments or Improvement Area #2B Assessments other than funds on deposit in the Administrative Fund. Pursuant to the Indenture, Foreclosure Proceeds (excluding Delinquent Collection Costs) constitute Pledged Revenues to be deposited into the Pledged Revenue Fund upon receipt by the City and distributed in accordance with the Indenture. See “APPENDIX B — Form of Indenture.” See also “APPENDIX E-1 — Form of Disclosure Agreement of Issuer” for a description of the expected timing of certain events with respect to collection of the delinquent Improvement Area #2A Assessments or Improvement Area #2B Assessments, respectively.

The City will not be obligated to fund foreclosure proceedings out of any funds other than in the Administrative Fund. If revenues of the Improvement Area #2A Assessments or Improvement Area #2B Assessments are insufficient to pay foreclosure costs, the owners of the Bonds Similarly Secured may be required to pay amounts necessary to continue foreclosure proceedings. See “APPENDIX B — Form of Indenture” and “APPENDIX C — Service and Assessment Plan.”

THE CITY

Background

The City is a political subdivision of the State of Texas located in Collin County, Texas and is located in southeastern Collin County approximately 6 miles north of Rockwall and 35 miles northeast of Dallas off of Highway 205 and Highway 78. The City was established in 1972. The City’s 2024 population is estimated to be 8,900. The City covers approximately 4.3 square miles. See “APPENDIX A – GENERAL INFORMATION REGARDING THE CITY OF LAVON, TEXAS.”

City Government

The City operates as a Home Rule municipality under the laws of the State of Texas and the Texas Constitution. The City operates under the Council/Manager form of government with a City Council comprised of the Mayor and five Councilmembers. The City Manager is the chief administrative officer of the City. The current members of the City Council and their respective expiration of terms of office are as follows:

Name	Place	Term Expires
Vicki Sanson	Mayor	November 2025
Mike Shepard	Place 1	November 2024
Mike Cook	Place 2	November 2025
Kay Wright	Place 3	November 2024
Ted Dill	Place 4	November 2025
Lindsey Hedge	Place 5	November 2024

The principal administrators of the City include the following:

<u>Name</u>	<u>Position</u>
Kim Dobbs	City Manager
Rae Norton	City Secretary

Wastewater

Wastewater Treatment Plants. Pursuant to the Development Agreement the City initially agreed to finance and construct a wastewater treatment plant (the “Section 2 WWTP”) attributable to Section 2, Pods 2A-2E area, consisting of not more than 1,389 residential lots, an elementary school and Common Area Improvements, in two phases. The City agreed to commence construction of phase 1 of the Section 2 WWTP within 30 days of approval of the plans by the City and TCEQ. Phase 1 construction began with a lift station that has been constructed and is currently in operation. The treatment facility construction is under construction, with completion estimated to be June 2025. The City must start construction of the phase 2 of the Section 2 WWTP when the final plat for the 800th lot within Section 2 of the District has been approved. The Master Developer constructed the sewer trunk lines necessary to provide service to the property within the Elevon Development.

The City will provide wastewater treatment services to the mixed use, commercial and business park area of the Elevon Development. The City has agreed to finance and construct any necessary expansions to the Bear Creek WWTP, subject to TCEQ approval.

THE DISTRICT

General

The PID Act authorizes municipalities, such as the City, to create public improvement districts within their boundaries or extraterritorial jurisdiction, and to impose assessments within the public improvement district to pay for certain improvements. The District includes approximately 982.719 acres and lies entirely within the extraterritorial jurisdiction of the City. The District was created by Resolution No. 2021-11-07 of the City adopted on November 2, 2021 in accordance with the PID Act (the “Creation Resolution”) for the purpose of undertaking and financing the cost of certain public improvements within the District, including the Improvement Area #2A Authorized Improvements and Improvement Area #2B Authorized Improvements, authorized by the PID Act and approved by the City Council that confer a special benefit on the District property. The District is not a separate political subdivision of the State and is administered by the City Council. A map of the property within the District is included on page iv hereof.

Powers and Authority of the City

Pursuant to the PID Act, the City may establish and create the District and undertake, or reimburse a developer for the costs of, improvement projects that confer a special benefit on property located within the District, including Improvement Area #2A-2B, whether located within the City limits or the City’s extraterritorial jurisdiction. The PID Act provides that the City may levy and collect Assessments on property in Improvement Area #2A-2B, or portions thereof, payable in full or in periodic installments based on the benefit conferred by an improvement project to pay all or part of its cost.

Pursuant to the PID Act and the Creation Resolution, the City has the power to undertake, or reimburse a developer for the costs of, the financing, acquisition, construction or improvement of the Improvement Area #2A Improvements and Improvement Area #2B Improvements. See “THE IMPROVEMENT AREA #2A-2B AUTHORIZED IMPROVEMENTS.” Pursuant to the authority granted by the PID Act and the Creation Resolution, the City has determined to undertake the construction, acquisition or purchase of the Improvement Area #2A Improvements and Improvement Area #2B Improvements, and to finance the costs thereof through the issuance of the Bonds. The City has further determined to provide for the payment of debt service on the Bonds through the Pledged Revenues. See “ASSESSMENT PROCEDURES” and “APPENDIX C — Service and Assessment Plan.”

District Collection and Delinquency of Assessments

Improvement Area #1. On February 1, 2022, the City levied assessments on assessable property in Improvement Area #1 (the “Improvement Area #1 Assessments”), through the City Council’s adoption of an assessment ordinance and approval of the initial service and assessment plan for the District. The initial annual installments of Improvement Area #1 Assessments were billed in October of 2022 and became due and payable on or before January 31, 2023. The following table shows the collection and delinquency history of the Improvement Area #1 Assessments.

Collection and Delinquency History of Improvement Area #1 Assessments

Assessments Due 1/31 ⁽¹⁾	Total Annual Installments Levied	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 Annual Installments Collected ⁽²⁾
2023	\$2,616,195	5	\$0	0%	\$0	0%	\$2,616,195
2024	\$2,657,329	5	\$0	0%	\$0	0%	\$2,657,329

⁽¹⁾ Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments (“Installment Payments”). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

⁽²⁾ Excludes penalties and interest and any prepayments of Improvement Area #1 Assessments.

THE COLLECTION AND DELINQUENCY HISTORY OF THE IMPROVEMENT AREA #1 ASSESSMENTS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY; NO ASSURANCE CAN BE GIVEN THAT THE FUTURE COLLECTION OF THE ASSESSMENTS WILL MIRROR THE COLLECTION HISTORY OF THE IMPROVEMENT AREA #1 ASSESSMENTS. THE IMPROVEMENT AREA #1 ASSESSMENTS ARE NOT SECURITY FOR THE PAYMENT OF THE BONDS.

Z1RA Assessments. On February 1, 2022, the City levied the Z1RA Assessments on assessable property in Zone 1 Remainder Area, through the City Council’s adoption of an assessment ordinance and approval of the initial service and assessment plan for the District. The initial annual installments of Z1RA Assessments were billed in October of 2022 and became due and payable on or before January 31, 2023. The following table shows the collection and delinquency history of the Z1RA Assessments.

Collection and Delinquency History of Z1RA Assessments

Assessments Due 1/31 ⁽¹⁾	Total Annual Installments Levied	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 Annual Installments Collected ⁽²⁾
2023	\$70,830	3	\$0	0%	\$0	0%	\$ 70,830
2024	\$563,604	3	\$0	0%	\$0	0%	\$563,604

⁽¹⁾ Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments (“Installment Payments”). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

⁽²⁾ Excludes penalties and interest and any prepayments of Z1RA Assessments.

THE COLLECTION AND DELINQUENCY HISTORY OF THE Z1RA ASSESSMENTS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY; NO ASSURANCE CAN BE GIVEN THAT THE COLLECTION OF THE ASSESSMENTS WILL MIRROR THE COLLECTION HISTORY OF THE Z1RA ASSESSMENTS. THE Z1RA ASSESSMENTS ARE NOT SECURITY FOR THE PAYMENT OF THE BONDS.

Improvement Area #2A-2B. On September 3, 2024, the City levied the Improvement Area #2A Assessments and Improvement Area #2B Assessments, respectively, on assessable property in Improvement Area #2A and Improvement Area #2B, respectively, through the City Council’s adoption of the Assessment Ordinance and approval of the Service and Assessment Plan for the District. The initial annual installments of Improvement Area #2A Assessments and Improvement Area #2B Assessments will be billed in October of 2024 and will become due and payable on or before January 31, 2025.

THE IMPROVEMENT AREA #2A-2B AUTHORIZED IMPROVEMENTS

General

The “Improvement Area #2A Authorized Improvements” include, collectively, (1) the Improvement Area #2A Improvements; (2) the first year’s Annual Collection Costs related to Improvement Area #2A; and (3) Bond Issuance Costs incurred in connection with the issuance of the Bonds. The balance of the costs of the Improvement Area #2A Authorized Improvements has been paid by the Master Developer or the Pod Developers under the terms of the Improvement Area #2A-2B CFA Agreement, the Purchase and Sale Agreements, the Builders Development Agreement and the Service and Assessment Plan. See “APPENDIX C — Service and Assessment Plan.”

The “Improvement Area #2B Authorized Improvements” include, collectively, (1) the Improvement Area #2B Improvements; (2) the first year’s Annual Collection Costs related to Improvement Area #2B; and (3) Bond Issuance Costs incurred in connection with the issuance of the Bonds. The balance of the costs of the Improvement Area #2B Authorized Improvements will be paid by the Master Developer or the Pod Developers under the terms of the Improvement Area #2A-2B CFA Agreement, the Purchase and Sale Agreements, the Builders Development Agreement and the Service and Assessment Plan. See “APPENDIX C — Service and Assessment Plan.”

The Zone 1 Improvements, the Offsite Improvements, Improvement Area #2A Improvements, and Improvement Area #2B Improvements will be dedicated to and maintained by the City, except for the water improvements which will be owned, operated and maintained by Bear Creek Special Utility District (“Bear Creek

SUD”) or Nevada Special Utility District (“Nevada SUD”), as applicable, and except for certain state road improvements which will be owned, operated and maintained by the Texas Department of Transportation (“TxDOT”).

Improvement Area #2A Authorized Improvements and Improvement Area #2B Authorized Improvements

Improvement Area #2A Improvements. The Improvement Area #2A Authorized Improvements include the following Improvement Area #2A Improvements:

Street Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #2A.

Water Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide water service to all Lots within Improvement Area #2A.

Sewer Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #2A.

Drainage Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #2A.

Right-of-way Improvements/Land Acquisition including road right-of-way.

Soft Costs related to designing, constructing, and installing the Improvement Area #2A Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

Improvement Area #2B Improvements. The Improvement Area #2B Authorized Improvements include the following Improvement Area #2B Improvements:

Street Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #2B.

Water Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide water service to all Lots within Improvement Area #2B.

Sewer Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #2B.

Drainage Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #2B.

Right-of-way Improvements/Land Acquisition including road right-of-way.

Soft Costs related to designing, constructing, and installing the Improvement Area #2B Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

Bond Issuance Costs. The Improvement Area #2A Authorized Improvements and Improvement Area #2B Authorized Improvements include the following Bond Issuance Costs.

Debt Service Reserve Fund. Equals the amount to be deposited in the Reserve Account of the Reserve Fund under the Indenture in connection with the issuance of the Bonds.

Underwriter's Discount. Equals a percentage of the par amount of the Bonds, which includes a fee for underwriter's counsel.

Cost of Issuance. Includes other costs of issuing the Bonds, including but not limited to issuer fees, attorney's fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City's costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of the Bonds.

Other Costs.

Deposit to Administrative Fund. The Improvement Area #2A Authorized improvements and Improvement Area #2B Authorized improvements include the amount necessary to fund the first year's Annual Collection Costs for the Bonds.

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Costs of Improvement Area #2A-2B Authorized Improvements

The following table reflects the expected total costs of the Improvement Area #2A-2B Authorized Improvements. A portion of the costs of the Improvement Area #2A Authorized Improvements and Improvement Area #2B Authorized Improvements are expected to be financed with proceeds of the Bonds.

Expected Costs of Improvement Area #2A-2B Authorized Improvements ⁽¹⁾

	PID Funded Costs Total		POD 2E % ^[a] Cost		POD 2B-2 % ^[a] Cost
Zone 1 Improvements					
Streets	\$ 2,614,097	60.56%	\$ 1,583,220	39.44%	\$ 1,030,877
Water	938,496	60.56%	568,397	39.44%	370,099
Sewer	273,338	60.56%	165,546	39.44%	107,792
Drainage	206,761	60.56%	125,224	39.44%	81,537
ROW Areas	159,772	60.56%	96,765	39.44%	63,007
Soft Costs	1,138,280	60.56%	689,396	39.44%	448,884
	\$ 5,330,745		\$ 3,228,549		\$ 2,102,195
Offsite Improvements					
Streets	\$ 1,543,127	60.56%	\$ 934,590	39.44%	\$ 608,537
Water	859,907	60.56%	520,800	39.44%	339,107
Sewer	463,922	60.56%	280,973	39.44%	182,949
Wastewater Plant Site	72,231	60.56%	43,747	39.44%	28,485
Drainage	889,051	60.56%	538,451	39.44%	350,600
ROW Areas	496,326	60.56%	300,598	39.44%	195,728
Soft Costs	727,702	60.56%	440,731	39.44%	286,972
	\$ 5,052,267		\$ 3,059,890		\$ 1,992,377
Improvement Area #2A Improvements					
Streets	\$ 3,662,147	100.00%	\$ 3,662,147	0.00%	\$ -
Water	1,930,772	100.00%	1,930,772	0.00%	-
Sewer	1,419,397	100.00%	1,419,397	0.00%	-
Drainage	1,044,487	100.00%	1,044,487	0.00%	-
ROW Areas	692,910	100.00%	692,910	0.00%	-
Soft Costs	1,282,756	100.00%	1,282,756	0.00%	-
	\$ 10,032,469		\$ 10,032,469		\$ -
Improvement Area #2B Improvements					
Streets	\$ 2,086,746	0.00%	\$ -	100.00%	\$ 2,086,746
Water	737,610	0.00%	-	100.00%	737,610
Sewer	769,060	0.00%	-	100.00%	769,060
Drainage	544,584	0.00%	-	100.00%	544,584
ROW Areas	291,240	0.00%	-	100.00%	291,240
Soft Costs	1,066,148	0.00%	-	100.00%	1,066,148
	\$ 5,495,388		\$ -		\$ 5,495,388
Bond Issuance Costs - 2022 Bonds					
Debt Service Reserve Fund	\$ 509,960	60.56%	\$ 308,856	39.44%	\$ 201,104
Capitalized Interest	555,613	60.56%	336,506	39.44%	219,108
Underwriter's Discount	241,380	60.56%	146,191	39.44%	95,189
Costs of Issuance	487,379	60.56%	295,179	39.44%	192,199
	\$ 1,794,332		\$ 1,086,732		\$ 707,600
Other Costs - 2022 Bonds					
Deposit to Administrative Fund	\$ 30,000	60.56%	\$ 18,169	39.44%	\$ 11,831
	\$ 30,000		\$ 18,169		\$ 11,831
Bond Issuance Costs - 2024 Bonds					
Debt Service Reserve Fund	\$ 873,440		\$ 527,622		\$ 345,818
Underwriter's Discount	354,990		214,440		140,550
Costs of Issuance	769,145		464,620		304,525
	\$ 1,997,575		\$ 1,206,682		\$ 790,893
Other Costs - 2024 Bonds					
Deposit to Administrative Fund	\$ 45,000		\$ 27,184		\$ 17,816
	\$ 45,000		\$ 27,184		\$ 17,816
Rounding Amount	\$ 425		\$ 134		\$ 291
Total	\$ 25,453,636		\$ 16,040,650		\$ 9,412,986

Footnotes:

[a] Note allocation of Offsite Improvements, Zone 1 Improvements, 2022 Bond Issuance Costs, and 2022 Other Costs to POD 2B-2 and POD 2E is calculated using original Estimated Buildout Values at the time the 2022 Assessment Ordinance and Service and Assessment Plan was approved. Allocation of 2024 Bond Issuance Costs and 2024 Other Costs is calculated using current Estimated Buildout Value as shown on Exhibit E-1.

The total cost of the Improvement Area #2A Authorized Improvements is expected to be approximately \$16,040,650,* of such costs approximately \$7,148,000* will be paid from the proceeds of the Bonds and approximately \$366,043* will be paid from Assessment Revenues pursuant to the terms of the Improvement Area #2A-2B Reimbursement Agreement. The remaining \$3,752,426* will be funded by the Master Developer or the Pod Developers without reimbursement by the City. The total cost of the Improvement Area #2B Authorized Improvements is expected to be approximately \$9,412,986*, of such costs approximately \$4,685,000* will be paid from the proceeds of the Bonds and approximately \$122,974* will be paid from Assessment Revenues pursuant to the terms of the Improvement Area #2A-2B Reimbursement Agreement. The remaining \$1,496,414* will be funded by the Master Developer or the Pod Developers without reimbursement by the City. See “THE MASTER DEVELOPER AND POD DEVELOPERS – History and Financing of the District – *Financing of Master Developer’s Development Obligations.*”

Pursuant to each Pod Developer’s Purchase and Sale Agreement, each Pod Developer has agreed to finance and construct the Improvement Area #2A Improvements and Improvement Area #2B Improvements, respectively, as well as the Private Improvements within its pod and provide a Builder Completion Agreement evidencing that it has sufficient funds to complete the Improvement Area #2A Improvements and Improvement Area #2B Improvements, respectively, not funded from the proceeds of the Bonds and the Private Improvements. The approximate cost of the Private Improvements in Improvement Area #1 of the District is \$6,265,387. See “THE MASTER DEVELOPER AND POD DEVELOPERS – History and Financing of the District – *Financing of Pod Developers’ Development Obligations.*”

Improvement Area #2A-2B Reimbursement Agreement

In addition, to the issuance of the Bonds, the City and the Master Developer intend to enter into the Improvement Area #2A-2B Reimbursement Agreement, to finance a portion of the costs of the Improvement Area #2A Improvements and the Improvement Area #2B Improvements in an amount not to exceed \$7,514,043*, the “Improvement Area #2A Reimbursement Obligation,” and \$4,807,974*, the “Improvement Area #2B Reimbursement Obligation.” Upon the issuance of the Bonds, the proceeds of the Bonds will be used to refinance a portion of the Improvement Area #2A Reimbursement Obligation and the Improvement Area #2B Reimbursement Obligation in the amount of \$7,148,000* and \$4,685,000*, respectively. The remaining balance of Improvement Area #2A Reimbursement Obligation in the amount of approximately \$366,043* and the Improvement Area #2B Reimbursement Obligation in the amount of approximately \$122,974*, will be paid down with excess Annual Installments to be collected January 31, 2025, totaling \$297,223.79, and the remaining \$190,793.21 to be forgiven.

The Bonds will be secured by a first lien on the assessments, the Improvement Area #2A Reimbursement Obligation will be secured by a subordinate lien the Improvement Area #2A Assessments and the Improvement Area #2B Reimbursement Obligation will be secured by a subordinate lien on the Improvement Area #2B Assessments. See “THE IMPROVEMENT AREA #2A-2B AUTHORIZED IMPROVEMENTS.” Pursuant to the Service and Assessment Plan, the Improvement Area #2A-2B Reimbursement Agreement and the Development Agreement, the Master Developer or the Pod Developers, as applicable, will be responsible for any costs of the Improvement Area #2A Improvements and the Improvement Area #2B Improvements in excess of the amounts funded by the Bonds and the Improvement Area #2A Reimbursement Obligation or Improvement Area #2B Reimbursement Obligation. See “APPENDIX G – Development Agreement.”

Ownership and Maintenance of Improvement Area #2A Improvements and Improvement Area #2B Improvements

The Improvement Area #2A Improvements and Improvement Area #2B Improvements, except for the water improvements and improvements to certain state-owned roads, will be dedicated to and accepted by the City and will constitute a portion of the City’s infrastructure systems. The water improvements benefiting Pod 2B-2 will be dedicated to Bear Creek SUD, who holds the water CCN for such pod and will constitute a portion of Bear Creek SUD’s water distribution system. The water improvements benefiting Pod 2E will be dedicated to Nevada SUD, who holds the water CCN for such pod and will constitute a portion of Nevada SUD’s water distribution system. The improvements to state-owned roads will constitute a portion of the state highway system.

* Preliminary; subject to change.

The Bear Creek SUD or Nevada SUD, as applicable, will provide for the ongoing maintenance and repair of the Improvement Area #2A Improvements and Improvement Area #2B Improvements constituting water improvements constructed and conveyed, as outlined in the Service and Assessment Plan.

THE ELEVEN DEVELOPMENT

The following information has been provided by the Master Developer. Certain of the following information is beyond the direct knowledge of the City and the Underwriter, and neither the City nor the Underwriter have any way of guaranteeing the accuracy of such information.

District Development Plan

Overview of District Development Plan. The District is being developed as a master-planned residential development. Zone 1 consists of Improvement Area #1, Improvement Area #2A, and Improvement Area #2B. Zone 1, Improvement Area #1, Improvement Area #2A and Improvement Area #2B, and the Future Improvement Area are identified and depicted on the “MAP OF THE FUTURE IMPROVEMENT AREA, ZONE 1, IMPROVEMENT AREA #1, IMPROVEMENT AREA #2A, IMPROVEMENT AREA #2B, AND PODS” on page v of this Limited Offering Memorandum.

Development in Zone 1 of the District is expected to include approximately 1,390 single-family homes. Development began with the development of the Improvement Area #1 Improvements, the Zone 1 Improvements, and the Offsite Improvements, followed by development of the Improvement Area #2A Improvements, and then the development of the Improvement Area #2B Improvements.

The Master Developer acquired approximately 456.586 acres, including the land within Zone 1, on November 12, 2021 through a series of transaction: approximately 27.265 acres from Far East Lavon; approximately 336.724 acres consisting of Pod 2A, Pod 2B, Pod 2C – Main, Pod 2C-Partial, Pod 2D, Pod 2E-Main and Pod 2E Partial, each pod as described below, from Petro-Hunt; and approximately 92.597 acres from Far East Lavon and Petro-Hunt. Subsequent to such acquisitions, on November 12, 2021, the Master Developer sold:

- approximately 65.135 acres comprising Pod 2A to K Hovnanian Homes;
- approximately 88.190 acres comprising Pod B, which was subsequently divided into two development phases Pod 2B-1 consisting of approximately 49.470 acres and Pod 2B-2 consisting of approximately 38.720 acres, to HMM/Stratford Eleven;
- approximately 63.017 acres comprising Pod 2C-Main to GRBK Edgewood and approximately 14.381 acres comprising Pod 2C-Partial to UMH Development (collectively, “Pod 2C”);
- approximately 40.661 acres comprising Pod 2D to Qualico; and
- approximately 52.368 acres comprising Pod 2E-Main to GRBK Edgewood and approximately 12.972 acres comprising Pod 2E-Partial to UMH Development (collectively, “Pod 2E”).

The foregoing transfers totaled approximately 336.724 acres. The Master Developer also transferred 15 acres of land to Community Independent School District and dedicated approximately 25.034 acres for use as right of way for Eleven Parkway, HOA acreage and an amenity center.

Each Pod Developer entered into substantially similar Purchase and Sale Agreements with the Master Developer. Pursuant to the Purchase and Sale Agreements, each Pod Developer agreed to develop the entirety of its purchased pod, including the Improvement Area #1 Improvements, the Improvement Area #2A Improvements, or the Improvement Area #2B Improvements, as applicable, and the Private Improvements within its pod, also referred to as the Pod Developers’ Development Obligations, and the Master Developer agreed to finance and construct the Zone 1 Improvements, the Offsite Improvements, the Electric, Gas and Fiber Network and the Common Area Improvements, also referred to as the Master Developer’s Development Obligations. The Master Developer and the Pod Developers have entered into the Builder Development Agreement to provide for the completion of the Master Developer’s Development Obligations and an escrow of funds for the payment of a portion thereof. All of the Master Developer’s

Development Obligations have been completed except construction of the amenity center, which construction is expected to be completed in Q2 2025.

Summary of Initial Ownership of Land within the Elevon Development

The following table sets forth the initial ownership of land within Improvement Area #1, Improvement Area #2A-2B, and the Future Improvement Area of the District. As of June 30, 2024, 91 homes in Improvement Area #1 have been sold to end-users. See “—Lot Development and Home Construction in Zone 1 of the District” hereinbelow for a breakout of homeownership by Pods.

Ownership of Land within the District

Improvement Area	Pod/Parcel	Projected Single-Family Lots	Acres	Ownership ⁽¹⁾
Improvement Area #1 of Zone 1	2A	170	65.135	K Hovnanian Homes/End-Users
	2B-1	199	49.470	HMH/Stratford Elevon/End Users
	2C- Main	238	63.017	GRBK Edgewood/End-Users
	2C-Partial	72	14.381	UMH Development
	2D	258	40.661	Qualico
	Non-Benefitted	NA	25.034	Master Developer
	Non-Assessed ⁽²⁾	NA	15.000	Community ISD
	<i>Subtotal</i>	<i>937</i>	<i>272.698</i>	
Improvement Area #2A-2B of Zone 1	2B-2	190	38.720	HMH/Stratford Elevon
	2E-Main	211	52.368	GRBK Edgewood
	2E-Partial	52	12.972	UMH Development
	<i>Subtotal</i>	<i>453</i>	<i>104.060</i>	
	TOTAL Zone 1	1,390	376.758	
Future Improvement Area ⁽³⁾	TBD	2,313	605.961	Master Developer and Petro-Hunt Entities
	TOTAL	3,703	982.719	

⁽¹⁾ As of June 30, 2024, 91 homes in Improvement Area #1 are owned by end-users. See “— Lot Development and Home Construction in Zone 1 - Status of Single-Family Lot and Home Construction in Zone 1 of the District”

⁽²⁾ The Non-Assessed Property consists of the school site which was donated to Community ISD. Costs of the Zone 1 Remainder Area Projects have been allocated to, but no assessments will be levied against this parcel. The Master Developer is responsible for the payment of costs of the Zone 1 Remainder Area Projects allocated to the Non-Assessed Property.

Land within the current Elevon Development, but not within the District, is owned by Petro-Hunt Entities, MA Land Holdings, LLC, ONML Cottages at Lake Lavon, LLC, and BTR at Elevon, LLC. This land is or will be developed over the next 15 years and used for commercial, business park, and other mixed uses. An additional 150 acres expected to be in the Elevon Development is under contract for purchase by S2.

Development Agreement

On November 2, 2021, the City, the Master Developer, and the Petro-Hunt Entities entered into the Original Development Agreement, which was subsequently amended on January 18, 2022. The Original Development Agreement permitted the Master Developer to add additional land to the Elevon Development. On September 3, 2024, the City, the Master Developer, the Petro-Hunt Entities, MA Land Holdings and S2 entered into an Amended and Restated Development Agreement that included an expansion of the Elevon Development (the “Development Agreement”), which added an additional 29 acres and will add an additional approximately 150 acres. The additional 179 acres are expected to add an additional approximately 650 single-family residential units to the Elevon Development. The MA Holdings Land, which is approximately 29 of such acres, is expected to be developed by the Master Developer or its affiliate, MA Land Holdings and the S2 Land, which is approximately 150 of such acres are expected to be developed by S2. MA Land Holdings, LLC has closed on the MA Holdings Land and S2 is under contract to purchase the S2 Land. The Development Agreement will not take effect with respect to S2 and the S2

Land until such time as S2 closes on the S2 Land. The S2 Land and approximately 27 acres of the MA Holdings Land are expected to be included in a separate public improvement district.

Assignment. In the Development Agreement, the parties thereto, agreed that with respect to portions of the property within the Elevon Development acquired by the Master Developer from the various Petro-Hunt Entities, from time to time, the Development Agreement will automatically be assigned from the respective Petro-Hunt Entities to the Master Developer with respect to such acquired property upon the Master Developer closing on such portion of the property.

Annexation. The Development Agreement provides for the annexation of the land within the Elevon Development into the City on a Zone-by-Zone basis. Zone 1 of the District was annexed into the City upon the issuance of the Series 2022 IA#1 Bonds (as defined herein) and the Series 2022 Z1RA Bonds (as defined herein). The commercial, business park, and mixed-use portions of the District initially located in the extraterritorial jurisdiction of the City, was annexed into the City in March of 2022. Additional Zones will be annexed into the City upon the issuance of bonds for such Zones.

Funding of Public Improvements. Pursuant to the Development Agreement, the Master Developer agreed to construct or cause to be constructed the “Public Improvements” benefiting the Elevon Development, including the Improvement Area #1 Improvements, Improvement Area #2A Improvements, Improvement Area #2B Improvements, the Zone 1 Improvements, the Offsite Improvements, and the Private Improvements (each as defined herein). The City agreed to reimburse the Master Developer for the costs of such Public Improvements from (i) the proceeds of assessment revenue bonds (“PID Bonds”), (ii) assessment revenues pursuant to a reimbursement agreement, and/or (iii) tax increment revenues pursuant to an agreement to dedicate the revenues generated from a tax increment reinvestment zone encompassing the Elevon Development.

Public Improvement District. Subject to certain conditions precedent in the Development Agreement, the City intends to issue one or more series of PID Bonds for each improvement area up to an aggregate principal amount of \$300,000,000. The maximum assessment expressed as an equivalent tax rate may not be greater than \$1.00 per \$100 of assessed value at the time of the levy of the assessment on each improvement area based on the Estimated Buildout Value of each parcel. If at the time of issuance of a series of PID Bonds, the proceeds of such bonds are not sufficient to pay the estimated cost of the Public Improvements to be financed with such PID Bonds, the Master Developer is required provide evidence of sufficient funds to finance the balance of the costs of such public improvements in accordance with the provisions of the Development Agreement.

Tax Increment Reinvestment Zone. The City has created a TIRZ that includes the property within the Elevon Development. The City has dedicated the City Tax Increment for a period of 50 years. To the extent that the County participates in the TIRZ, the City Tax Increment will be reduced in a dollar amount equal to the dollar amount of the County Tax Increment contribution. After the payment of administrative expenses relating to the TIRZ, the Tax Increment may be used (i) to off-set assessments for each parcel within an improvement area on a parcel-by-parcel basis and/or (ii) to reimburse costs of the Public Improvements in the TIRZ by using the Tax Increment to (A) secure tax increment revenue bonds or (B) reimburse the Master Developer.

With respect to the Zone 1 Remainder Area Improvements, the Improvement Area #1 Projects, the Improvement Area #2A Improvements, and the Improvement Area #2B Improvements, the City and the Master Developer’s current intentions are to use the Tax Increment revenues to reimburse the costs of the Public Improvements not reimbursed or financed through the District. At this time, the County has not made any commitment to participate in the TIRZ.

District Development Plan

The property within the District is expected to be developed as master planned residential community featuring over 3,700 single-family lots, an amenity center, open spaces and trails in a cooperative effort between the Master Developer and the Pod Developers. The current development plan is to develop Zone 1 of the District, which began with the concurrent development of (i) the Zone 1 Improvements benefiting Zone 1 and the Offsite Improvements allocable to both Improvement Area #1 and Improvement Area #2A-2B; followed by (ii) the Improvement Area #1 Improvements benefiting Improvement Area #1; then (iii) the Improvement Area #2A Improvements benefiting Improvement Area #2A; and then (iv) the Improvement Area #2B Improvements benefiting

Improvement Area #2B. Thereafter, the Master Developer plans to develop or cause to be developed one or more Zones in the Future Improvement Area. See “THE IMPROVEMENT AREA #2A-2B AUTHORIZED IMPROVEMENTS” and “APPENDIX B — Service and Assessment Plan.”

Zone 1 Improvements and Offsite Improvements. The Master Developer commenced construction of the Zone 1 Improvement and the Offsite Improvements in Q1 2022 and completed such improvements in Q3 2023 with acceptance by the City or applicable political subdivision occurring in Q3 2023 for the Zone 1 Improvements and occurring in Q4 2023 for the Offsite Improvements]. See “THE ELEVON DEVELOPMENT – Lot Development and Home Construction in Zone 1 of the District.” A portion of the proceeds of the Series 2022 IA#1 Bonds and the Series 2024 IA#1 Bonds were or will be used to finance the costs of the Zone 1 Improvements and the Offsite Improvements allocable to Improvement Area #1. The proceeds of the Series 2022 Z1RA Bonds were used to finance the Zone 1 Improvements and the Offsite Improvements allocable to Improvement Area #2A-2B.

Improvement Area #1 Improvements. Pursuant to the Purchase and Sale Agreements with the Improvement Area #1 Pod Developers (as defined below), the Improvement Area #1 Pod Developers will construct the Improvement Area #1 Improvements within their respective pods. Qualico has entered into a “Pod 2D Management Agreement” with the Master Developer to manage the development of the lots within Pod 2D as a fee developer. See table “Expected Buildout of Single-Family Lots within Zone 1 of the District” below under “— Lot Development and Home Construction” for actual or expected commencement and actual or expected completion dates of the Improvement Area #1 Improvements within each pod within Improvement Area #1 of Zone 1. A portion of the proceeds of the Series 2022 IA#1 Bonds were used and a portion of the proceeds of the Series 2024 IA#1 Bonds were used to finance the costs of Improvements Area #1 Improvements; however, pursuant to the Purchase and Sale Agreements the Improvement Area #1 Pod Developers have assigned their respective rights to receive reimbursement to the Master Developer.

Improvement Area #2A Improvements. Pursuant to the Purchase and Sale Agreements with the Pod 2E Pod Developer, the Pod 2E POD Developer will construct the Improvement Area #2A Improvements within Pod 2-E, or Improvement Area #2A. See table “Actual/Expected Buildout of Single-Family Lots within Zone 1 of the District” below under “— Lot Development and Home Construction in Zone 1 of the District” for actual or expected commencement and actual or expected completion dates of the Improvement Area #2A Improvements within Zone 1 of the District. A portion of the proceeds of the Bonds will be used to finance the costs of Improvement Area #2A Improvements; however, pursuant to the Purchase and Sale Agreements, the Pod 2E Pod Developer has assigned its respective rights to receive reimbursement to the Master Developer.

Improvement Area #2B Improvements. Pursuant to the Purchase and Sale Agreements with the Pod 2B-2 Pod Developer (as defined below), the Pod 2B-2 Pod Developer will construct the Improvement Area #2B Improvements within Pod 2B-2, or Improvement Area #2B. See table “Actual/Expected Buildout of Single-Family Lots within Zone 1 of the District” below under “— Lot Development and Home Construction in Zone 1 of the District” for actual or expected commencement and actual or expected completion dates of the Improvement Area #2B Improvements within Zone 1 of the District. A portion of the proceeds of the Bonds will be used to finance the costs of Improvement Area #2B Improvements; however, pursuant to the Purchase and Sale Agreements the Pod 2B-2 Pod Developer has assigned its respective rights to receive reimbursement to the Master Developer.

Future Improvement Area Improvements. The Master Developer expects that the Future Improvement Area will be developed in one or more Zones, with one or more improvement areas within each Zone. The City, upon satisfying certain conditions precedent contained in the Development Agreement, may issue one or more series of Future Improvement Area Bonds to finance the costs of Future Improvement Area Improvements as development proceeds. Currently, the Master Developer has not entered into any agreements with homebuilders relating to the Future Improvement Area.

Purchase and Sale Agreements

Each Pod Developer entered into substantially similar Purchase and Sale Agreements with the Master Developer, which all closed on November 12, 2021 (the “Land Closing Date”), for all of the proposed lots in Zone 1. Pursuant to the Purchase and Sale Agreements, each Pod Developer agreed to develop the entirety of its purchased pod, including the Improvement Area #1 Improvements, the Improvement Area #2A Improvements, the Improvement Area #2B Improvements, and the Private Improvements within such pod, also referred to as the Pod Developers’ Development Obligations, and the Master Developer agreed to finance and construct the Zone 1 Improvements, the

Offsite Improvements, the Electric, Gas and Fiber Network and the Common Area Improvements, also referred to as the Master Developer's Development Obligations. The Master Developer and the Pod Developers have entered into the Builder Development Agreement to provide for the completion of the Master Developer's Development Obligations and an escrow of funds for the payment thereof.

Pods Purchased. Improvement Area #1 contains four development pods – Pod 2A, Pod 2B-1, Pod 2C, and Pod 2D.

- K Hovnanian Homes purchased Pod 2A, which consists of approximately 65.135 acres, from the Master Developer and intends to develop Pod 2A into 97 60' lots and 73 70' lots, for a total of 170 Pod 2A lots.
- HMM/Stratford Elecon purchased Pod 2B-1, which consists of approximately 49.470 acres, from the Master Developer and intends to develop Pod 2B-1 into 103 40' lots and 96 50' lots, for a total of 199 Pod 2B-1 lots.
- GRBK Edgewood purchased Pod 2C-Main, which consists of approximately 63.017 acres, from the Master Developer and developed Pod 2C-Main into 31 40' lots, 55 45' lots, 121 50' lots, and 41 60' lots, and UMH Development purchased Pod 2C-Partial, which consists of approximately 14.381 acres from the Master Developer and developed Pod 2C-Partial into 8 40' lots, 16 45' lots, 28 50' lots, and 10 60' lots for an aggregate total of 310 Pod 2C lots.*
- Qualico purchased Pod 2D, which consists of approximately 40.661 acres, from Master Developer, and intends to develop Pod 2D into 44 26' lots, 37 31' lots, 12 33' lots, 27 35' lots, 75 40' lots, and 63 50' lots, for total of 259 Pod 2D lots.

Collectively, K Hovnanian Homes, HMM/Stratford Elecon, GRBK Edgewood UMH Development and Qualico are referred to herein as the "Improvement Area #1 Pod Developers."

Improvement Area #2A-2B contains two development pods – Pod 2B-2 and Pod 2E.

- HMM/Stratford Elecon purchased Pod 2B-2, which consists of approximately 38.720 acres, from the Master Developer and intends to develop Pod 2B-2 into 101 40' lots and 89 50' lots, for a total of 190 Pod 2B-2 lots.
- GRBK Edgewood purchased Pod 2E-Main, which consists of approximately 52.368 acres, from the Master Developer and intends to develop Pod 2E-Main into 34 40' lots, 49 45' lots, 92 50' lots, and 36 60' lots, and UMH Development purchased Pod 2E-Partial, which consists of approximately 12.972 acres, from the Master Developer and intends to develop Pod 2E-Partial into 8 40' lots, 12 45' lots, 23 50' lots, and 9 60' lots, for total of 263 Pod 2E lots.

HMM/Stratford Elecon is referred to as the "Pod 2B-2 Pod Developer." GRBK Edgewood and UMH Development are collectively referred to herein as the "Pod 2E Pod Developer." The Improvement Area #1 Pod Developers, Pod 2B-2 Pod Developer, and the Pod 2E Pod Developer are collectively referred to herein as the "Pod Developers."

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* Lot counts may vary from the Service and Assessment Plan based on lot type classification and actual home product built by builder.

The Pod Developers agreed to complete the development within their respective pods, including the Improvement Area #1 Improvements, the Improvement Area #2A Improvements, the Improvement Area #2B Improvements, and the Private Improvements, in their respective pods located in Improvement Area #1 and Improvement Area #2A-2B, targeting the following completion schedule:

Target Completion Schedule for Pod Developers' Development Obligations

Pod Developer	Pod	Target Completion Date⁽¹⁾ (after Land Closing Date)	Expected/Actual Completion Date
K. Hovnanian Homes	2A	24 months	Q3 2023
HMH/Stratford Elevon	2B-1	48 months	Q3 2023
HMH/Stratford Elevon	2B-2	48 Months	Q2 2025
GRBK Edgewood/UMH	2C	60 months	Q3 2023
GRBK Edgewood/UMH	2E	60 months	Q4 2024
Qualico	2D	24 months	Q3 2023

⁽¹⁾ Each Target Completion Date is extendable upon the occurrence of certain excusable delays or force majeure as defined in the respective Purchase and Sale Agreements. Land Closing Date was November 12, 2021.

Source: Purchase and Sale Agreements provided by Master Developer

Builder Development Agreement. The Purchase and Sale Agreements required that the Master Developer and the Pod Developers enter into the Builder Development Agreement. On the Land Closing Date, the Master Developer and the Pod Developers executed the Builder Development Agreement. The Master Developer's Development Obligations have been completed except construction of the amenity center, which construction is expected to be completed in Q2 2025.

Repurchase Option Agreements. The Purchase and Sale Agreements required that the Master Developer and each Pod Developer enter into a Repurchase Option Agreement. On the Land Closing Date, the property within each pod was conveyed subject to a separate recordable "Repurchase Option Agreement," pursuant to which each Pod Developer granted to the Master Developer the exclusive right and option ("Option") to purchase the property in accordance with the provisions of the Repurchase Option Agreement during either of the Exercise Periods (as defined below), as applicable.

The Option may only be exercised by Master Developer if the Pod Developer fails to commence construction on the property in its pod within a specified period after the Land Closing Date. For all Pod Developers construction of lot must commence with twelve (12) months after the date of the Land Closing Date with respect to such property ("First Option Period"). For Pod Developers who are developing in two phases, construction of the second phase of lots must commence within 40 months after the Land Closing Date in the case HMH/Stratford Elevon or within 30 months after the date of the Land Closing Date in the case of GRBK Edgewood and UMH Development, with respect to the second phase of lots (the "Second Option Period" and each the First Option Period and the Second Option Period, an "Option Period"), subject in both instances to extension for force majeure, or unless otherwise agreed by the parties. The term commence construction means to commence dirt work in addition to substantial and continual activity for internal paving, water, sanitary sewer and storm water utilities for the property, subject to extensions of force majeure.

In the event the Pod Developer fails to commence construction during the Option Period with respect to the first phase of lots, the Master Developer may exercise the Option at any time during the subsequent ninety (90) day period after the First Option Period expires (First Exercise Period) as to the property. In the event Pod Developer fails to commence construction during the Second Option Period, Seller may exercise the Option at any time during the subsequent ninety (90) day period after the Second Option Period expires (Second Exercise Period) as to the second phase of Lots. In the event Seller does not elect in writing to repurchase the Property during the First Exercise Period, the Option will lapse as to the first phase of Lots, and Seller will no longer have the right to repurchase such the first phase of lots under the applicable Repurchase Option Agreement. In the event Seller does not elect in writing to repurchase the Property during the Second Exercise Period applicable to the second phase of Lots, the Option will lapse as to the second phase of Lots, and Seller will no longer have the right to repurchase any portion of the Property under this Agreement.

Notwithstanding anything in the Repurchase Option Agreement to the contrary, in no event will the Repurchase Option Agreement be binding on, or create any encumbrance on title as to any individual purchaser of a platted lot located within the respective pod, which lot has been improved with a residence thereon, or which lot is acquired pursuant to a contract obligating Pod Developer, as the seller thereunder, to construct a residence thereon.

All Options are terminated except HMH/Stratford Elevon in Improvement Area 2B. HMH/Stratford Elevon is in its Second Option period, which will expire on March 12, 2025.

Builders in Zone 1

Improvement Area #1 Builders. The homebuilders in Improvement Area #1 are as follows:

Pod 2A Builder: K Hovnanian Homes is the sole homebuilder in Pod 2A.

Pod 2B-1 Builder: HMH/Stratford Elevon entered into a contract of sale (the “Pod 2B Lot Sale Contract”) with HMH Lifestyles, aka HistoryMaker Homes (“HistoryMaker Homes”), for the sale of 101 lots in Pod 2B-1 and a contract of sale with M/I Homes for 98 lots. Upon completion of the lots in Improvement Area #1, HistoryMaker Homes is required to take down eight lots at its initial closing and 12 lots every 90 days thereafter. M/I Homes is required to take down 12 lots at its initial closing and 24 lots every 90 days thereafter.

Pod 2C Builder: Upon completion of the lots in Pod 2C, 80% of the finished lots were transferred to TSHH, LLC aka Trophy Signature Homes (“Trophy”), a subsidiary of Green Brick Partners, Inc., and 20% of the finished lots were transferred to UnionMain Homes.

Pod 2D Builder: Qualico entered into a contract of sale with Pacesetter Homes, LLC (“Pacesetter Homes”), an entity of Qualico, for the sale of all lots in Pod 2D. As of June 30, 2024, Pacesetter had closed on 103 lots. Pacesetter will take down an additional 30 lots per quarter until all lots are acquired under the contract.

Collectively, K Hovnanian Homes, HistoryMaker Homes, Trophy, Union Main Homes and Pacesetter Homes are referred to herein as the “Improvement Area #1 Builders.”

Improvement Area #2A-2B Builders. The homebuilders in Improvement Area #2A-2B are as follows:

Pod 2B-2 Builder: HMH/Stratford Elevon entered into the “Pod 2B Lot Sale Contract” with HistoryMaker Homes, for the sale of 190 lots in Pod 2B-2. Upon completion of the lots in Improvement Area #2B, HistoryMaker Homes is required to take down eight lots and 12 lots every 90 days thereafter.

Pod 2E Builder: Upon completion of the lots in Pod 2E, 80% of the finished lots will be transferred to Trophy, and 20% of the finished lots will be transferred to UnionMain Homes.

Collectively, HistoryMaker Homes, Trophy and Union Main Homes are referred to herein as the “Improvement Area #2A-2B Builders.” The Improvement Area #1 Builders and the Improvement Area #2A-2B Builders are collectively referred to herein as the “Builders.”

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Lot Development and Home Construction in Zone 1 of the District

The following table shows the expected number and type of lots within Improvement Area #1 and Improvement Area #2A-2B of Zone 1 of the District.

Actual/Expected Single-Family Lots within the Zone 1 of the District⁽¹⁾

Lots	Improvement Area #1	Improvement Area #2A-2B	Total number of Lots
26'	44	0	44
31'	37	0	37
33'	12	0	12
35'	27	0	27
40'	217	143	360
45'	71	61	132
50'	308	204	512
60'	148	45	188
70'	73	0	78
Total	937	453	1,390

⁽¹⁾ Lot counts may vary from the Service and Assessment Plan based on lot type classification and actual home product built by builder.

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The Master Developer, in collaboration with the Pod Developers and the Builders, currently expect the buildout of the single-family lots and expected final sale dates will be as shown in the following table.

Actual/Expected Buildout of Single-Family Lots within Zone 1 of the District ⁽¹⁾

Improvement Area	Pod	Lot Size	No. of Lots	Actual/Expected Single-Family Lot Start Date	Actual/Expected Single-Family Lot Completion Date ⁽²⁾	Actual Initial Sale Date of Single-Family Lots to Pod Developers	Actual/Expected Initial Sale or Transfer Date to Builders	Actual/Expected Initial Sale Date to Homeowner	Actual/Expected Final Sale Date of to Homeowners
Improvement Area #1	2A	60'	97	Q2 2022	Q3 2023	Q4 2021 Land sold in bulk to K Hovnanian Homes who will construct lots and build homes	NA	Q1 2024	Q4 2025
		70'	73	Q2 2022	Q3 2023		NA	Q1 2024	Q1 2026
	2B-1	40'	103	Q2 2022	Q3 2023	Q4 2021 Land sold in bulk to HMH/Stratford Elevon who will develop lots ⁽³⁾	Q3 2023	Q2 2024	Q4 2025
		50'	96	Q2 2022	Q3 2023		Q3 2023	Q2 2024	Q3 2025
	2C	40'	39	Q2 2022	Q3 2023	Q4 2021 Land sold in bulk to GRBK Edgewood and UMH who will develop lots ⁽⁴⁾	Q3 2023	Q4 2023	Q1 2025
		45'	71	Q2 2022	Q3 2023		Q3 2023	Q4 2023	Q1 2026
		50'	149	Q2 2022	Q3 2023		Q3 2023	Q4 2023	Q3 2026
		60'	51	Q2 2022	Q3 2023		Q3 2023	Q4 2023	Q2 2026
	2D	26'	44	Q2 2022	Q3 2023	Q4 2021 Land sold in bulk to Qualico who will develop lots ⁽⁵⁾	Q3 2023	Q2 2024	Q4 2025
		31'	37	Q2 2022	Q3 2023		Q3 2023	Q2 2024	Q4 2025
		33'	12	Q2 2022	Q3 2023		Q3 2023	Q2 2024	Q4 2025
		35'	27	Q2 2022	Q3 2023		Q3 2023	Q2 2024	Q4 2025
		40'	75	Q2 2022	Q3 2023		Q3 2023	Q2 2024	Q4 2025
		50'	63	Q2 2022	Q3 2023		Q3 2023	Q2 2024	Q4 2025
Improvement Area #2A-2B	2B-2	40'	101	Q3 2024	Q2 2025	Q4 2021 Land sold in bulk to HMH/Stratford Elevon who will develop lots ⁽³⁾	Q2 2025	Q4 2025	Q4 2027
		50'	89	Q3 2024	Q2 2025		Q2 2025	Q4 2025	Q3 2027
	2E	40'	42	Q2 2023	Q4 2024	Q4 2021 Land sold in bulk to GRBK Edgewood and UMH who will develop lots ⁽⁴⁾	Q4 2024	Q3 2025	Q1 2027
		45'	61	Q2 2023	Q4 2024		Q4 2024	Q3 2025	Q3 2027
		50'	115	Q2 2023	Q4 2024		Q4 2024	Q3 2025	Q1 2028
		60'	45	Q2 2023	Q4 2024		Q4 2024	Q3 2025	Q3 2027
Future Improvement Area	NA	TBD	2,313	TBD	TBD	TBD	TBD	TBD	TBD

Total 3,703

- (1) The projections regarding final buildout and final sale dates were provided by the Pod Developers and the Builders. Expected buildout and final sale date projections in the Appraisal may vary.
- (2) The expected single-family lot completion dates for Improvement Area #2A-2B are estimates based on information currently available to the Builders and are subject to change. The only date to which the Pod Developers committed to complete construction of the lots within their respective pods are the Target Completion Dates to which they agreed in their respective Purchase and Sale Agreements. See "THE ELEVON DEVELOPMENT – Purchase and Sale Agreements – Target Completion Schedule for Pod Developers' Development Obligations."
- (3) HMH/Stratford Elevon JV has entered into a contract of sale with HMH Lifestyles, aka HistoryMaker Homes, for the sale of 101 lots in Pod 2B-1 and for the sale of 190 lots in Pod 2B-2. HMH Stratford/Elevon has entered into a contract with M/I Homes for the sale of the remaining 98 lots Pod 2B-1 to M/I Homes.
- (4) Upon completion of the lots in Pod 2C, 80% of the finished lots were transferred to Trophy, a subsidiary of Green Brick Partners, Inc., and 20% of the finished lots were transferred to UnionMain Homes. Lot counts may vary from the Service and Assessment Plan based on lot type classification and actual home product built by builder.
- (5) Qualico entered into a contract of sale with Pacesetter Homes, LLC, for the sale of all lots in Pod 2D.

The Master Developer's current expectations regarding lot and home prices in Improvement Area #1 are as follows:

Single-Family Lot and Home Prices in Improvement Area #1

Pod	Lot Size	Quantity	Base Lot Price ⁽¹⁾	Estimated Base Home Price ⁽²⁾
2A	60'	97	\$84,000	\$509,209
	70'	73	98,000	552,653
2B-1	40'	103	78,000	350,000
	50'	96	97,000	430,000
2C ⁽³⁾	40'	39	58,000	338,000
	45'	71	63,000	367,600
	50'	149	67,000	422,400
2D	60'	51	78,000	464,800
	26'	44	42,510	292,000
	31'	37	50,685	325,000
	33'	12	53,955	343,000
	35'	27	57,225	334,000
	40'	75	65,400	365,000
	50'	63	81,750	417,000
Total		937		

⁽¹⁾ Estimated base lot prices were provided by Master Developer and may vary from Estimated Buildout Value in the Service and Assessment Plan, and from the actual base lot prices calculated by the Builders.

⁽²⁾ Estimated base home prices provided by the Builders and vary from the actual average home prices obtained by the Builders.

⁽³⁾ Lot counts may vary from the Service and Assessment Plan based on lot type classification and actual home product built by builder.

The Improvement Area #2A-2B Builders' current expectations regarding lot and home prices in Improvement Area #2A-2B are as follows:

Single-Family Lot and Home Prices in Improvement Area #2A-2B

Pod	Lot Size	Quantity	Estimated Base Lot Price ⁽¹⁾	Estimated Base Home Price ⁽²⁾
2B-2	40'	101	\$78,000	\$385,000
	50'	89	97,000	473,000
2E	40'	42	58,000	338,000
	45'	61	63,000	367,600
	50'	115	67,000	422,400
	60'	45	78,000	464,800
Total		453		

⁽¹⁾ Estimated base lot prices were provided by Builders and may vary from concluded retail value in Appraisal.

⁽²⁾ Estimated base home prices have been provided by the Improvement Area #2A-2B Builders.

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The following table shows the status of single-family lot and home construction in Zone 1 as of June 30, 2024.

Status of Single-Family Lot and Home Construction in Zone 1 of the District⁽¹⁾

IA	Pod	Product Type	Total No. Lots	Lots Developed	Lots/Planned Lots owned by Pod Developer ⁽¹⁾	Lots under contract but not closed to Builder ⁽²⁾	Lots/Planned Lots owned by Builders ⁽³⁾	Homes under Construction ⁽⁴⁾	Homes under contract w/ Homebuyer	Homes closed to Homebuyer
1	2A	60'	97	97	0	0	83	38	22	14
1	2A	70'	73	73	0	0	61	27	19	12
1	2B-1	40'	103	103	66	66	33	24	7	4
1	2B-1	50'	96	96	53	53	34	27	15	9
1	2C	2C	40'	39	39	0	0	21	7	1
1	2C ⁽⁵⁾	2C	45'	71	71	0	0	57	5	1
1	2C ⁽⁵⁾	2C	50'	149	149	0	0	143	22	8
1	2C	2C	60'	51	51	0	0	46	9	5
1	2D	26'	44	44	24	24	18	4	0	2
1	2D	31'	37	37	26	26	11	0	0	0
1	2D	33'	12	12	9	9	3	1	0	0
1	2D	35'	27	27	23	23	4	0	0	0
1	2D	40'	75	75	53	53	20	10	2	2
1	2D	50'	63	63	20	20	38	17	12	5
2	2B-2	40'	101	0	101	101	0	0	0	0
2	2B-2	50'	89	0	89	89	0	0	0	0
2	2E	40'	42	0	42	42	0	0	0	0
2	2E	45'	61	0	61	61	0	0	0	0
2	2E	50'	115	0	115	115	0	0	0	0
2	2E	60'	45	0	45	45	0	0	0	0
Total			1,390	937	727	727	572	191	92	91

⁽¹⁾ The Pod Developers acquired Pods 2A-2E on November 12, 2021.

⁽²⁾ With respect to Pod 2B-1 and Pod 2B-2, HMH/Stratford Elevon has entered into a contract of sale with HistoryMaker Homes, for the sale of 101 lots in Pod 2B-1 and all lots in Pod 2B-2. HMH Stratford/Elevon has entered into a contract with M/I Homes for the sale of the remaining 98 lots Pod 2B-1 to M/I Homes. With respect to Pods 2C and 2E, upon completion of the lots, 80% of the finished lots were transferred to Trophy, a subsidiary of Green Brick Partners, Inc., and 20% of the finished lots were transferred to UnionMain Homes. With respect to Pod C and E. With respect to Pod 2D, Pacesetter Homes, LLC, an entity of Qualico, will build homes on the completed lots.

⁽³⁾ Out of the lots owned by Pod Developer, this value represents the number of lots under contract but not closed or transferred to Builder.

⁽⁴⁾ Includes lots with active building permits for home construction.

⁽⁵⁾ Lot counts may vary from the Service and Assessment Plan based on lot type classification and actual home product built by builder.

Common Area Improvements

The Master Developer is required to construct the Common Area Improvements. The Master Developer anticipates that the Common Area Improvements will cost approximately \$13,000,000 to construct. To fund a portion of the construction of the Common Area Improvements the Master Developer, \$5,204,650 was escrowed by the Master Developer as a condition of closing under the Purchase and Sale Agreements with the Pod Developers. The Master Developer (i) completed construction of the entry feature in Q3 2024, and signage hardscaping and landscaping in Q1 2024, (ii) commenced construction of the amenity center in December 2023 and expects to complete the amenity center in Q2 2025 and (iii) commenced construction of the trail and open space improvements in Q3 2023 and expects to complete construction of the trail and open space improvements in Q1 2024. All Common Area Improvements will be owned, operated and maintained by the Homeowners' Association.

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Photographs of the Elevon Development





Zoning/Permitting

When initially established the District was located within the extraterritorial jurisdiction of the City. The land within the District will be annexed into the City on a Zone-by-Zone basis upon the issuance of assessment revenue bonds for the initial phase of a Zone. Zone 1 and the commercial, business park, and mixed-use portions have been annexed into the City (also referred to herein as the In-City Property) while the remaining property in the Elevon Development is in the extraterritorial jurisdiction of the City (also referred to herein as the ETJ Property). The development of the ETJ Property is governed by the development standards provided in the Development Agreement. The development of the In-City Property is governed by the ordinance adopting the planned development zoning district (the “PD Ordinance”) for the In-City Property. The PD Ordinance allows certain residential uses and is in conformity of the “Concept Plan and Development Standards” of the Development Agreement. The City’s zoning and subdivision regulations control the aspects of development not specifically set forth in the PD Ordinance.

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Education

The Elevon Development is located in Community Independent School District (“Community ISD”). Community ISD currently operates two elementary schools, one middle school, and two high schools. McClendon Elementary School, which is approximately 4.5 miles from the District, Leland E. Edge Middle School, which is approximately 4.5 miles from the District, and Community High School, which is approximately 4 miles from the District, are expected to serve residents in the District; however, it is anticipated that an elementary school will be built in the District. Construction of the elementary school is anticipated to begin in early 2026 and conclude in late 2027, with an opening for students in the fall of 2027.

GreatSchools.org rated McClendon Elementary School as a 3-out-of-10, Leland E. Edge Middle School as a 4-out-of-10, and Community High School as a 4-out-of-10. According to the Texas Education Agency annual report cards, Leland E. Edge Middle School received a “C” rating and Community High School received a “B” rating, each for the 2021-2022 school year, the latest year for which ratings are available. The categories for public school districts and public schools are A, B, C, D or F. McClendon Elementary School was not rated for the 2021-2022 school year.

Environmental

Site Evaluation. A Phase One Environmental Site Assessment of the property within the District (the “Phase One ESA”) was completed on April 28, 2021 and July 7, 2021 (on separate tracts of land on the property). Based on the information presented in the Phase One ESAs, there was no evidence of recognized environmental conditions in connection with the property.

Endangered Species. According to the website for the United States Fish and Wildlife Service, various species of amphibians and arachnids are endangered in Collin County. The Master Developer is not aware of any endangered or threatened species located on District property.

Geotechnical Exploration

Geotechnical exploration reports covering the property in the District (the “Geotechs”) were completed on April 27, 2021, August 11, 2021, and August 31, 2021. The Geotechs indicated high-plasticity clay soil with potential soil movement estimated at approximately 8 to 9 inches. The Geotechs made certain design recommendations to prevent post construction movement. The pavement and utility structures should be designed and constructed in accordance with City standards. The Master Developer followed the recommendations made in the Geotechs with respect to improvements constructed by the Master Developer.

Utilities

Water and Wastewater. Bear Creek SUD and Nevada SUD each partially hold water CCNs for portions of Zone 1. Bear Creek SUD will provide water service benefitting Pods 2A, B-1, and 2B-2, while Nevada SUD will provide water service benefitting Pods 2C, 2D, and 2E. Each of Bear Creek SUD and Nevada SUD has provided “will serve” letters with respect to the pods it will serve to the Master Developer.

The City has the exclusive right to provide sanitary sewer service in the corporate limits, which will include each Zone within the District upon annexation, and is presently the sole provider of sanitary sewer service in the ETJ. The City’s wastewater collection and treatment system currently have sufficient capacity to provide wastewater service to Zone 1 of the District. See also “THE CITY – Wastewater.”

Additional Utilities. The Master Developer anticipates additional utilities to be provided by: Atmos Energy, Oncor Energy, and Pavlov.

THE MASTER DEVELOPER AND POD DEVELOPERS

The following information has been provided by the Master Developer and Pod Developers, as applicable. Certain of the following information is beyond the direct knowledge of the City and the Underwriter, and neither the City nor the Underwriter have any way of guaranteeing the accuracy of such information.

General

In general, the activities of a developer in a development such as the District include purchasing the land, designing the subdivision, including the utilities and streets to be installed and any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as internet, gas and electric service) and selling improved lots and commercial reserves to builders, developers, or other third parties. The relative success or failure of a developer to perform such activities within a development may have a material effect on the security of revenue bonds, such as the Bonds, issued by a municipality for a public improvement district. A developer is generally under no obligation to a public improvement district, such as the District, to develop the property which it owns in a development. Furthermore, there is no restriction on the Master Developer's right to sell any or all of the land which the Master Developer owns within a development. In addition, a developer is ordinarily the major tax and assessment payer within a district during its development.

Description of the Master Developer

The Master Developer is a single purpose entity established solely to develop the land in the Elevon Development, including the land within the District. The sole manager of the Master Developer is MA Partners LLC, a Texas limited liability company ("MA Partners") and the sole member of the Master Developer is Caruth TTL, LLC, a Texas limited liability company ("Carruth TTL"). Caruth TTL is an entity owned and controlled by the principals of the Master Developer that was set up as the investment arm for multiple development projects. The land within Improvement Area #1 and all pods in Improvement Area #2A-2B was subdivided and sold to the Pod Developers by the Master Developer. The Master Developer has constructed the Zone 1 Improvements in the District and the Offsite Improvements, while each pod has been or will be developed by its respective Pod Developer.

Description of the Pod Developers

Pod A Developer. K Hovnanian Homes is the sole owner, developer and homebuilder in Pod 2A. Hovnanian Enterprises, Inc. ("Hovnanian Enterprises") is a publicly traded company listed on The NYSE Capital Market. Hovnanian Enterprises through its subsidiaries, is one of the nation's largest homebuilders with operations in Arizona, California, Delaware, Florida, Georgia, Illinois, Maryland, New Jersey, Ohio, Pennsylvania, South Carolina, Texas, Virginia, Washington, D.C. and West Virginia. The company's homes are marketed and sold under the trade name K. Hovnanian® Homes.

Hovnanian Enterprises' stock trades on the NYSE under the symbol "HOV." Hovnanian Enterprises is subject to the informational requirements of the Securities and Exchange Act of 1934, as amended, and in accordance therewith files reports, proxy statements, and other information with the SEC. Such reports, proxy statements, and other information filed by Hovnanian Enterprises can be inspected and copied at the Public Reference Section of the SEC, Room 100 F Street, N.E., Washington D.C. 20549 and at the SEC's internet website at <http://www.sec.gov>. Copies of such materials can be obtained by mail from the Public Reference Section of the SEC at prescribed rates. Copies of the above reports, proxy statements and other information may also be inspected at the offices of the NYSE, 11 Wall St, New York, NY 10005. All documents subsequently filed by Hovnanian Enterprises pursuant to the requirements of the Securities and Exchange Act of 1934 after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

Pod 2B-1 and 2B-2 Developer. HMH/Stratford Elevon is the sole owner and developer of Pod 2B-1 and Pod 2B-2 which, in the aggregate, consists of 88.190 acres within Zone 1 of the District. HMH/Stratford Elevon is a joint venture among HMH Elevon Land, LLC, a Texas limited liability company ("HMH Elevon"), Stratford Lavon Investor, LLC, a Texas limited liability company ("Stratford Lavon"), and Stratford SM/SLP, L.P., a Texas limited partnership ("Stratford SM/SLP"), created to purchase and develop Elevon Pod 2B-1 and Pod 2B-2 for HMH Lifestyles, L.P., a Texas limited partnership ("HMH Lifestyles"), aka "HistoryMaker Homes." HMH/Stratford Elevon will oversee the design and construction of the infrastructure within Pod 2B-1 and Pod 2B-2.

HMH/Stratford Elevon entered into a construction agreement with Jabez Development, LP, a Texas limited partnership, and an affiliate of HMH Elevon and HMH Lifestyles, to construct the improvements necessary for lot development. HMH/Stratford Elevon entered into a contract of sale with HistoryMaker Homes, for the sale of 101

lots in Pod 2B-1 and for the sale of all 190 lots in Pod 2B-2. HMH/Stratford Elevon also entered into a contract with M/I Homes for the sale of 98 lots to M/I Homes in Pod 2B-1.

Pod 2C and 2E Developer. GRBK Edgewood and UMH Development are the original owners of the land within Pod 2C and Pod 2E; however, Pod 2C lots are completed and now owned by subsidiary building entities and/or homebuyers. GRBK Edgewood is the managing developer of the land within such pods pursuant to a joint development agreement between GRBK Edgewood and UMH Development. The sole member and 100% owner of GRBK Edgewood is Green Brick Partners, Inc., a Delaware corporation (“Green Brick Partners”). Green Brick Partners is a publicly traded company listed on The NYSE Capital Market. Green Brick Partners is a diversified homebuilding and land development company that acquires and develops land, and provides lots and equity or construction financing to its subsidiary homebuilders or affiliates that operate in Texas, Georgia, and Florida, and Colorado. Jim Brickman is Green Brick Partners Co-Founder, Chief Executive Officer and Director.

Green Brick Partners’ stock trades on the NYSE under the symbol “GRBK.” Green Brick Partners is subject to the informational requirements of the Securities and Exchange Act of 1934, as amended, and in accordance therewith files reports, proxy statements, and other information with the SEC. Such reports, proxy statements, and other information filed by Green Brick Partners can be inspected and copied at the Public Reference Section of the SEC, Room 100 F Street, N.E., Washington D.C. 20549 and at the SEC’s internet website at <http://www.sec.gov>. Copies of such materials can be obtained by mail from the Public Reference Section of the SEC at prescribed rates. Copies of the above reports, proxy statements and other information may also be inspected at the offices of the NYSE, 11 Wall St, New York, NY 10005. All documents subsequently filed by Green Brick Partners pursuant to the requirements of the Securities and Exchange Act of 1934 after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

In addition, Green Brick Partners makes available on its website, <https://investors.greenbrickpartners.com/financialsreporting/>, its annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports from Form 8-K (and any amendments to those reports) filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as soon as practicable after they have been electronically filed with the SEC as well as other financial institutions. Unless otherwise specified, information contained on Green Brick Partners’ website, is not incorporated into this Limited Offering Memorandum.

Pod 2D Developer. Qualico is the sole owner and developer of Pod 2D. Established in Winnipeg, Canada, as Quality Construction, in 1951, it expanded into Calgary in 1954 and Edmonton in 1955. In 1972, the company changed its name to Qualico and it has since expanded into Metro Vancouver, Saskatoon, Regina, and Austin and Dallas–Fort Worth, Texas. Brian and Ruth Hastings are the sole owners of Qualico, a family-owned company. Ruth Hastings is the daughter of Qualico’s Founders, R. David Friesen and Katherine Friesen. The company’s activities span the entire real estate spectrum and include land acquisition and development, single-family and multi-family home divisions, commercial development and leasing, property management and building materials and services.

Qualico engaged the Master Developer, pursuant to Pod 2D Management Agreement, to manage the development of lots within Pod 2D as a fee developer. Pacesetter Homes, an entity of Qualico, will build homes on the completed lots.

Description of Past and Current Projects of the Master Developer

The Master Developer and its affiliates work closely with local municipalities, builders, commercial developers, and public-school systems as part of its overall master plan. The Master Developer works with top builders to deliver the latest concepts ranging from small to large residential communities as well as commercial and multi-use developments. The following is a brief sampling of past and current development projects of the Master Developer and its related entities:

Name	Location	Description
Butler Farms PID	Liberty Hill, Texas	366 acre master planned community with 1,188 proposed homesites. A public improvement district was created to finance eligible infrastructure.

Name	Location	Description
Durango Farms PID	Hutto, Texas	105 acre master planned community with 248 homesites and 388 multi-family units. A public improvement district was created to finance eligible infrastructure.
Hutto Co-op District PID	Hutto, Texas	35 acre business, retail, entertainment and residential destination. The CO-OP is home to the new 34,000 sq. ft. Hutto City Hall completed by MA Partners in April 2019. Additionally, the CO-OP will have over 200,000 sq ft of office and retail and several multi-family sites.
Morning Star/Omega Ranch MUD	Williamson County, Texas	547 acre master planned community. To date, MA Partners has developed 1,343 of the 1,924 total lots. A Municipal Utility District was created to finance eligible infrastructure.
Meadow Run	Melissa, Texas	200 acre community with 638 homesites.
The Enclave	Melissa, Texas	16 acre community with 73 homesites.
Woodlake Creek	Royce City, Texas	43 acre community with 172 homesites.
Bridges at Lake Houston	Humble, Texas	322 acre master planned community with 550 homesites and 35 acres mixed-use.
Sedona Lakes	Manville, Texas	500 acre master planned community with 1,000 homesites.
Southlake	Texas City, Texas	418 acre master planned community with 1,250 homesites.
Parkside	Royse City, Texas	110 acre community with 424 homesites.
Sage Creek	Liberty Hill, Texas	Acreage community with 30 estate homesites.
Cheyenne Ridge	Fort Worth, Texas	50 acre community with 251 homesites.
Bell Station	Fort Worth, Texas	40 acre community with 98 homesites.
Slate Creek	Georgetown, Texas	Acreage community with 26 estate homesites.
Oakpoint	Plano, Texas	51 acre community with 231 homesites.
The Villas at Fossil Creek	Fort Worth, Texas	63 homesites in a villa community in the Fossil Creek business park.
River's Edge	Fort Worth, Texas	213 acre community with 609 homesites and 30 acres of commercial.
Terrace Landing	Fort Worth, Texas	112 acre community with 476 homesites.
Harbor Glen	Dallas, Texas	40 acre community with 161 homesites.
Reserve at Autumnwood	Tomball, Texas	Acreage community with 140 estate homesites.
Grady Niblo	Dallas, Texas	71 acre community with 142 homesites.

Executive Biographies of Principals of the Master Developer

John Marlin, Founder and Chief Executive Officer. John Marlin is co-founder and a principal of MA Partners. Mr. Marlin has extensive experience in the acquisition, development and disposition of both horizontal and vertical construction, including overseeing the construction and sales of several thousand homes and the development of several thousand lots. He has also constructed multi-floor condominiums and re-developed office buildings, commercial storefronts and large condominium complexes.

Mr. Marlin is responsible for developing the company's investment strategy in addition to overseeing the design, marketing, promotion, delivery and quality of all the company's programs. He is also instrumental in navigating each project through the municipal entitlement process, mitigating a significant component of the development risk.

Wyatt Henderson, Co-Founder and Principal. Wyatt Henderson is co-founder and a principal of MA Partners. Mr. Henderson has spent the last 30 years focused in real estate development and homebuilding. He started his career with KPMG Peat Marwick and has worked with some of the nation's largest homebuilders, including KB Home, Lennar Homes and Ashton Woods Homes, where he served as a controller responsible for project finance and business plan development.

With MA Partners, Mr. Henderson is responsible for the execution of development projects and is instrumental in sourcing and evaluating opportunities. He is active in investor relations as well as negotiations with sellers, lenders, and municipalities.

Mr. Henderson attended Midwestern State University on both academic and athletic scholarships. He then continued at Baylor University in Waco, Texas earning a Bachelor's degree in Business Administration & Accounting with a minor in Information Systems.

Allen Jones, Co-Founder and Principal. Allen Jones is co-founder and a principal of MA Partners. Mr. Jones is responsible for sourcing and underwriting investment opportunities and overseeing all financial analysis and reporting, as well as managing existing projects and investor relations. Mr. Jones has spent the last 26 years in real estate with a primary emphasis on residential land development. In roles as an analyst, acquisitions director, and chief financial officer, he has been involved in the acquisition and management of more than 30 real estate investment and development opportunities.

Mr. Jones received his Bachelor's degree in Business Administration with a major in accounting from Midwestern State University and a Master's degree in Business Administration with a major in Finance from Baylor University.

David Howell, Vice President of Land Development. David Howell has spent the past 37 years focused on real estate acquisition and development of master planned single family residential projects. He has extensive expertise in project feasibility, market analysis, subdivision design, land-use entitlement and construction management of both horizontal and vertical improvements.

Mr. Howell began his career as a consulting engineer in private practice before entering the real estate development field. He has been involved in the acquisition, entitlement, development and management of projects totaling more than 14,000 lots.

With MA Partners, Mr. Howell is responsible for execution and management of development operations, overseeing feasibility, entitlement, design and construction to ensure timely and successful completion of projects. Mr. Howell's long track record of quality projects, strong work ethic and creative attitude works to maximize project success and investor returns.

Mr. Howell holds a Bachelor of Science in Civil Engineering from the University of Texas in Austin, and is a registered Professional Engineer in the State of Texas.

History and Financing of the District

The Master Developer Property Acquisition. The Master Developer was formed for the purpose, among other things, of acquiring the property within the District. The Master Developer acquired approximately 456.586 acres within the Elevon Development on November 12, 2021 for a purchase price of \$11,360,840 (approximately \$24,882 per acre) from certain of the Petro-Hunt Entities. The Master Developer used internal corporate cash to fund the land acquisition.

Pod Acquisitions. Immediately after the Master Developer's acquisition of the land within the District, the Master Developer sold Pods 2A, 2B-1, 2B-2, 2C, 2D and 2E within Zone 1 of the District to the Pod Developers pursuant to their respective Purchase and Sale Agreements. The purchase price paid at closing by each Pod Developer was determined by the following formula: purchase price = (lot value x front feet per lot) – estimated development costs + pre-closing lot development costs. The lot value for Pods 2A, 2B-1, 2B-2, 2C and 2E was \$1,200 per front foot and the lot value for Pod D was \$1,255 per front foot. In connection with each sale, the Master Developer retained all rights to receive reimbursements for the costs of public improvements financed through the District and from the TIRZ.

Summary of Pod Acquisitions in Zone 1 of the District

Improvement Area	Pod	Acres	Owner	Purchase Price ⁽¹⁾	Source of Funding
Improvement Area #1 of Zone 1	2A	65.135	K. Hovnanian Homes	\$5,751,400	cash
	2B-1	49.470	HMH/Stratford Elevon	4,320,040	cash and land loan from Texas Bank and Trust Company, in a total principal amount of up to \$5,520,000 (the "Pod 2B Land Loan")
	2C-Main	63.017	GRBK Edgewood	5,672,350	cash
	2C-Partial	14.381	UMH Development	1,386,885	cash and land loan from Pegasus Bank (the "Pod 2C/E-Partial Land Loan")
	2D	40.661	Qualico	5,205,714	cash
	Subtotal	232.664		\$22,336,389	
Improvement Area #2A-2B of Zone 1	2B-2	38.720	HMH/Stratford Elevon	4,120,804	cash and Pod 2B Land Loan
	2E-Main	52.368	GRBK Edgewood	5,313,972	cash
	2E-Parital	12.972	UMH Development	1,359,696	cash and the Pod 2C/E-Partial Land Loan
	Subtotal	104.060		\$10,794,472	
	Total	336.724		\$33,130,861	

⁽¹⁾ Purchase Price = (lot value x front feet per lot) – estimated development costs + pre-closing lot development costs. The Purchase and Sale Agreements provide a true-up opportunity following completion of all lots within a pod.

Financing of Master Developer's Development Obligations. To finance the costs of the Master Developer's Development Obligations, the Master Developer first requested payment draws from the proceeds of the Series 2022 IA#1 Bonds on deposit in Improvement Area #1 Bond Account of the Project Fund and then requested draws from funds provided by the Master Developer on deposit in the Improvement Area #1 Developer Improvement Account of the Project Fund. The Master Developer will be further be reimbursed for a portion of the costs of the Zone 1 Improvements and the Off-Site Improvements from the proceeds of the Series 2024 IA#1 Bonds.

Financing of Pod Developers' Development Obligations. The Pod Developers are responsible for developing and financing their respective pods within Improvement Area #1, including the costs of the Improvement Area #1 Improvements within Pods 2A, 2B-1, 2B-2, 2C, 2D and 2E.

Pod 2A Development Financing. To finance the costs of the Pod Developers' Development Obligations related to Pod 2A (the "Pod 2A Developer's Development Obligations"), K Hovnanian Homes used available corporate cash (the "Pod 2A Funds"). Upon closing on the Series 2022 IA#1 Bonds, K Hovnanian Homes executed a Pod 2A Completion Agreement covenanting to complete its Pod 2A Developer's Development Obligations and providing evidence of sufficient funds, initially Pod 2A Funds as demonstrated by the online financial statements of Hovnanian Enterprises, Inc., to pay any costs related to the Pod 2A Developer's Development Obligations not covered by the proceeds of the Series 2022 IA#1 Bonds allocated to Pod 2A. The Pod 2A Developer's Development Obligations are complete.

Pod 2B-1 Development Financing. HMH/Stratford Elevon is a joint venture among HMH Elevon, Stratford Lavon and Stratford SM/SLP created to purchase and develop Pod 2B-1 and Pod 2B-2 for HMH Lifestyles. To finance the costs of the Pod Developers' Development Obligations related to Pod 2B-1 (the "Pod 2B-1 Developer's Development Obligations"), HMH/Stratford Elevon secured a development loan in the amount of \$10,006,771 from Texas Bank and Trust Company (the "Pod 2B-1 Development Loan").

HMH/Stratford Elevon used a portion of the funds advanced under the Pod 2B-1 Development Loan to pay off the outstanding balance on Pod 2B-1 Land Loan. Upon closing on the Series 2022 IA#1 Bonds, HMH/Stratford Elevon executed a Pod 2B-1 Completion Agreement covenanting to complete its Pod 2B-1 Developer's Development Obligations and providing evidence of sufficient funds, initially evidence of the Pod 2B-1 Development Loan, to pay any costs related to the Pod 2B-1 Developer's Development Obligations not covered by the proceeds of the Series 2022 IA#1 Bonds allocated to Pod 2B-1. The Pod 2B-1 Developer's Development Obligations are complete.

Pod 2B-2 Development Financing. To finance the costs of the Pod Developers' Development Obligations related to Pod 2B-2 (the "Pod 2B-2 Developer's Development Obligations"), HMH/Stratford Elevon obtained a separate development loan (the "Pod 2B-2 Development Loan") from Texas Bank and Trust Company in the amount of \$6,990,129. Prior to each advance, HMH/Stratford Elevon must demonstrate that it used cash to fund 35% of the total allocations being funded with such disbursement, and HMH/Stratford Elevon expects to fund such 35% allocation with homebuilder earnest money deposits and available cash. The initial advance was used to refinance the outstanding balance of Pod 2B-1 Development Loan. Texas Bank and Trust Company was given an assignment of the Pod 2B Lot Sale Contract with HistoryMaker Homes. The Pod 2B-2 Development Loan requires HMH/Stratford Elevon to sell at least 24 lots to HistoryMaker Homes during each calendar quarter, beginning September 30, 2025. Upon closing on the Bonds, HMH/Stratford Elevon is expected to execute a Pod 2B-2 Completion Agreement covenanting to complete its Pod 2B-2 Developer's Development Obligations and providing evidence of sufficient funds, initially evidence of cash (including builder earnest money deposits) and the Pod 2B-2 Development Loan, to pay any costs related to the Pod 2B-2 Developer's Development Obligations not covered by the proceeds of the Bonds allocated to Pod 2B-2.

The outstanding balance under the Pod 2B-2 Development Loan is \$2,480,861.18, with \$4,509,267.82 remaining to be advanced for the Pod 2B-2 Builder's Developer's Development Obligations. The Pod 2B-2 Development Loan matures on September 6, 2027, with interest payable monthly on the 30th day of each month commencing on September 30, 2024. The remaining available funds under the Pod 2B-2 Development Loan and cash on hand will be sufficient to finance the Pod 2B-2 Developer's Development Obligations.

Pods 2C and Pod 2E Development Financing. GRBK Edgewood and UMH Development entered into a Joint Development Agreement, pursuant to which GRBK Edgewood agreed to develop all lots within Pod 2C and Pod 2E. To finance the costs of the Pod Developers' Development Obligations related to Pod 2C (the "Pod 2C Developer's Development Obligations") and to Pod 2E (the "Pod 2E Developer's Development Obligations"), GRBK Edgewood used and intends to use corporate cash funding and a pro rata contribution for the costs from UMH Development (the "Pod 2C/2E Funds"). Upon closing on the Series 2022 IA#1 Bonds, GRBK Edgewood executed a Pod 2C Completion Agreement covenanting to complete its Pod 2C Developer's Development Obligations and providing evidence of sufficient funds, initially Pod 2C/2E Funds as demonstrated by the online financial statements of Green Brick Partners, Inc., to pay any costs related to the Pod 2C Developer's Development Obligations not covered by the proceeds of the Series 2022 IA#1 Bonds allocated to Pod 2C. The Pod 2C Developer's Development Obligations are complete and the Pod 2C Completion Agreement has been released. The Pod 2C/2E Funds are sufficient to complete the Pod 2E Developer's Development Obligations, which are anticipated to be completed in September of 2024.

To fund its portion of the Pod 2C Developer's Development Obligations and Pod 2E Developer's Development Obligations, UMH Development used cash and land loan from Pegasus Bank (the "Pod 2C/E-Partial Land Loan").

Pod 2D Development Financing. To finance the costs of the Pod Developers' Development Obligations related to Pod 2D (the "Pod 2D Pod Developer's Development Obligations"), Qualico used available cash and obtained a development loan from Frost Bank (the "Pod 2D Development Loan"). Upon closing on the Series 2022 Bonds, Qualico executed a Builder Completion Agreement covenanting to complete its Pod 2D Pod Developer's Development Obligations. Pod 2D Pod Developer's Development Obligations are complete.

In the event that any Pod Developer fails to provide, maintain or file evidence of sufficient funds under its Builder Completion Agreement, upon notice by the City to the Master Developer of such failure, the Master Developer agrees to provide to the City evidence of the Master Developer's ability to fund the Pod Developers' Development Obligations of such Pod Developer in conformance with the requirements of the Development Agreement.

The PID Act provides that the Assessment Lien is a first and prior lien against the Assessed Property on parity with any assessments, but superior to all other liens and claims except liens or claims for State, county, school district, or municipality ad valorem taxes. Additionally, UMH Development and HMH/Stratford Elevon will obtain certificates from any current or future lender for construction of the Pod Developers' Development Obligations, consenting to and/or acknowledging such Pod Developer's execution of a Builder Completion Agreement. The lien on the property within Improvement Area #1 securing the Assessments will have priority over any liens on the property within Improvement Area #1 securing any land or development loans, including the Pod 2C/E-Partial Land Loan and the Pod 2B-2 Development Loan.

PID ADMINISTRATOR

The following information has been provided by the PID Administrator. Certain of the following information is beyond the direct knowledge of the City and the Underwriter, and neither the City nor the Underwriter have any way of guaranteeing the accuracy of such information.

The City has selected P3Works, LLC as the initial PID Administrator. The City has entered into an agreement with the PID Administrator to provide specialized services related to the administration of the District needed to support the issuance of the Bonds. The PID Administrator will primarily be responsible for preparing the annual update to the Service and Assessment Plan. The PID Administrator is a consulting firm focused on providing district services relating to the formation and administration of public improvement districts, and has offices in Austin, Houston and North Richland Hills, Texas.

The PID Administrator's duties will include:

- Preparation of the annual update to the Service and Assessment Plan;
- Preparation of assessment rolls for county billing and collection;
- Establishing and maintaining a database of all County Parcel IDs within the District;
- Trust account analysis and reconciliation;
- Property owner inquiries;
- Determination of prepayment amounts;
- Preparation and review of disclosure notices with Dissemination Agent; and
- Review of developer draw requests for reimbursement of public improvement costs.

APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #2A-2B

The Appraisal

General. Integra Realty Resources – Dallas (the “Appraiser”) prepared an appraisal report for the City and the Underwriter dated as of July 6, 2024, based upon a physical inspection of the District conducted on May 20, 2024 (the “Appraisal”). The Appraisal was prepared at the request of the City and the Underwriter. The description herein of the Appraisal is intended to be a brief summary only of the Appraisal as it relates to the District. The Appraisal is attached hereto as APPENDIX H and should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions, hypothetical conditions, and qualifications, which are set forth therein. See “APPENDIX H — Appraisal of Property within Improvement Area #2A-2B.”

Value Estimates. The Appraiser estimated the prospective market value at completion of the fee simple interest in the tracts of land comprising Improvement Area #2A-2B (referenced as Section 2, Phase 2E and Phase 2B-2 in the Appraisal) under certain hypothetical conditions. The Appraisal does not reflect the value of the District or Improvement Area #2A-2B as if sold to a single purchaser in a single transaction. The hypothetical conditions include the assumption that all of the Improvement Area #2A Improvements and Improvement Area #2B Improvements in Improvement Area #2A-2B have been completed in accordance with plans and specifications as of August 1, 2024 and August 1, 2025, respectively. See “THE IMPROVEMENT AREA #2A-2B AUTHORIZED IMPROVEMENTS” and “THE ELEVON DEVELOPMENT — District Development Plan.” The Appraisal does not reflect the as-is condition of Improvement Area #2A-2B. See “APPENDIX H — Appraisal of Property within Improvement Area #2A-2B.”

Using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal of property within Improvement Area #2A-2B, the prospective market value as completed for Section 2, Phase 2E, as of August 1, 2024 is \$21,500,000. Using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal of property within Improvement Area #2A-2B, the prospective market value as completed for Phase 2B-2, as of August 1, 2025 is \$15,450,000.

None of the City, the Master Developer or the Underwriter makes any representation as to the accuracy, completeness, assumptions, or information contained in the Appraisal. The assumptions or qualifications with respect to the Appraisal are contained therein. There can be no assurance that any such assumptions will be realized, and the City, the Master Developer and the Underwriter make no representation as to the reasonableness of such assumptions.

The Appraiser confirms that the valuations included in the Appraisal were prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

Caution should be exercised in the evaluation and use of appraisal results. An appraisal is an estimate of market value as of a specified date based upon assumptions and limiting conditions and any extraordinary assumptions specific to the relevant valuation. It is not a precise measure of value but is based on a subjective comparison of related activity taking place in the real estate market. The valuation set forth in the Appraisal is based on various assumptions of future expectations and while the Appraiser's forecasts for the properties in the District is considered by the Appraiser to be reasonable at the current time, some of the assumptions may not materialize or may differ materially from actual experience in the future.

The Bonds will not necessarily trade at values determined solely by reference to the underlying value of the properties in the District.

In performing its analyses, an appraiser makes numerous assumptions with respect to general business, economic and regulatory conditions, and other matters, many of which are beyond the Appraiser's, Underwriter's and City's control, as well as to certain factual matters. Furthermore, the Appraiser's analysis, opinions and conclusions are necessarily based upon market, economic, financial, and other circumstances and conditions existing prior to the valuation.

The intended use and user of the Appraisal are specifically identified in the Appraisal as agreed upon in the contract for services and/or reliance language found in the Appraisal. The Appraiser has consented to the use of the Appraisal in this Limited Offering Memorandum in connection with the issuance of the Bonds. No other use or user of the Appraisal is permitted by any other party for any other purpose.

BONDHOLDERS' RISKS

Before purchasing any of the Bonds, prospective investors and their professional advisors should carefully consider all of the risk factors described below which may create possibilities wherein interest may not be paid when due or that the Bonds may not be paid at maturity or otherwise as scheduled, or, if paid, without premium, if applicable. The following risk factors (which are not intended to be an exhaustive listing of all possible risks associated with an investment in the Bonds) should be carefully considered prior to purchasing any of the Bonds. Moreover, the order of presentation of the risks summarized below does not necessarily reflect the significance of such investment risks.

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL

HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES.

The ability of the City to pay debt service on the Bonds as due is subject to various factors that are beyond the City's control. These factors include, among others, (a) the ability or willingness of property owners within Improvement Area #2A-2B to pay Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within Improvement Area #2A-2B, (c) general and local economic conditions which may impact real property values, the ability to liquidate real property holdings and the overall value of real property development projects, and (d) general economic conditions which may impact the general ability to market and sell the property within the District, it being understood that poor economic conditions within the City, State and region may slow the assumed pace of sales of such property.

The rate of development of the property in the District is directly related to the vitality of the residential housing industry. In the event that the sale of the lands within the District, including Improvement Area #2A-2B, should proceed more slowly than expected and the Master Developer, Pod Developers or the Builders are unable to pay the Assessments, only the value of the Assessed Property, with improvements, will be available for payment of the debt service on the Bonds, and such value can only be realized through the foreclosure or expeditious liquidation of the lands within Improvement Area #2A-2B. There is no assurance that the value of such lands will be sufficient for that purpose and the expeditious liquidation of real property through foreclosure or similar means is generally considered to yield sales proceeds in a lesser sum than might otherwise be received through the orderly marketing of such real property.

The Underwriter is not obligated to make a market in or repurchase any of the Bonds, and no representation is made by the Underwriter, the City or the City's Financial Advisor that a market for the Bonds will develop and be maintained in the future. If a market does develop, no assurance can be given regarding future price maintenance of the Bonds.

The City has not applied for or received a rating on the Bonds. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so.

Deemed Representations and Acknowledgment by Purchasers

Each purchaser of Bonds (each a "Purchaser") will be deemed to have acknowledged and represented to the City the matters set forth under the heading "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" which include, among others, a representation and acknowledgment that the purchase of the Bonds involves investment risks, certain of which are set forth under this heading "BONDHOLDERS' RISKS" and elsewhere herein, and each Purchaser, either alone or with its purchaser representative(s) (as defined in Rule 501(h) of Regulation D under the Securities Act of 1933), has sophisticated knowledge and experience in financial and business matters and the capacity to evaluate such risks in making an informed investment decision to purchase the Bonds, and the Purchaser can afford a complete loss of its investment in the Bonds.

Risk from Weather Events

All of the State, including the City, is subject to extreme weather events that can cause loss of life and damage to property through strong winds, flooding, heavy rains and freezes, including events similar to the severe winter storm that the continental United States experienced in February 2021, which resulted in disruptions in the Electric Reliability Council of Texas power grid and prolonged blackouts throughout the State. It is impossible to predict whether similar events will occur in the future and the impact they may have on the City, including land within the District.

Failure or Inability to Complete Proposed Development

Proposed development within the District (including the foregoing) may be affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, changes in the income tax treatment of real property ownership, unexpected increases in development costs and other similar factors as well as availability of utilities and the development or existence of environmental concerns with such land. See "Availability of Utilities" and "Hazardous Substances" below. Land development within the District could also be affected adversely by changes

in governmental policies, including, but not limited to, governmental policies to restrict or control development. (Any approvals needed in the future for the Elevon Development must come from the City.) There can be no assurances that other similar projects will not be developed in the future or that existing projects will not be upgraded or otherwise able to compete with the Elevon Development. A slowdown of the development process and the related absorption rate within the Elevon Development because of any or all of the foregoing could affect adversely land values. THE TIMELY PAYMENT OF THE BONDS DEPENDS UPON THE WILLINGNESS AND ABILITY OF THE MASTER DEVELOPER AND ANY SUBSEQUENT OWNERS TO PAY THE ASSESSMENTS WHEN DUE. ANY OR ALL OF THE FOREGOING COULD REDUCE THE WILLINGNESS AND THE ABILITY OF SUCH OWNERS TO PAY THE ASSESSMENTS AND COULD GREATLY REDUCE THE VALUE OF PROPERTY WITHIN IMPROVEMENT AREA #2A-2B IN THE EVENT SUCH PROPERTY HAS TO BE FORECLOSED. In that event, there could be a default in the payment of the Bonds.

Completion of the Improvement Area #2A Improvements and Improvement Area #2B Improvements

The construction of some of the Improvement Area #2A Improvements and Improvement Area #2B Improvements that are necessary for the successful development of the District are not yet complete. The cost and time for completion of all of such improvements is uncertain and may be affected by changes in national, regional and local and economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the District, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; force majeure (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; subcontractor defaults; and other unknown contingencies and factors beyond the control of the Master Developer. If cost overruns result in delay of construction, or if other delays are experienced, the Master Developer may be unable to complete timely all of such necessary improvements.

Absorption Rate

There can be no assurance that the Master Developer, Pod Developers or Builders will be able to achieve its anticipated absorption rates. Failure to achieve the absorption rate estimates will adversely affect the estimated value of the Elevon Development, could impair the economic viability of the District and could reduce the ability or desire of property owners to pay the Assessments.

Assessment Limitations

Annual Installments of Assessments are billed to property owners of Assessed Property. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as ad valorem taxes as set forth under "ASSESSMENT PROCEDURES" herein. Additionally, Annual Installments established by the Service and Assessment Plan correspond in number and proportionate amount to the number of installments and principal amounts of Bonds maturing in each year and the Annual Collection Costs for such year. See "ASSESSMENT PROCEDURES" herein. The unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Annual Installments of Assessment payments in the future.

In order to pay debt service on the Bonds, it is necessary that Annual Installments are paid in a timely manner. Due to the lack of predictability in the collection of Annual Installments in Improvement Area #2A-2B, the City has established a Reserve Account in the Reserve Fund, to be funded from the proceeds of the Bonds, to cover delinquencies. The Annual Installments are secured by the Assessment Lien. However, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid depletion of the Reserve Account and delay in payments of debt service on the Bonds. See "BONDHOLDERS' RISKS — Bondholders' Remedies and Bankruptcy" herein.

Upon an ad valorem tax lien foreclosure event of a property within Improvement Area #2A-2B, any Assessment that is also delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results

in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Assessments, the liens securing such delinquent ad valorem taxes and delinquent Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, Section 372.017(b), case law relating to other types of assessment liens and opinions of the Texas Attorney General, the Assessment Lien as it relates to installment payments that are not yet due should remain in effect following an ad valorem tax lien foreclosure, with future installment payments not being accelerated. Texas Local Government Code Section 372.018(d) supports this position, stating that an Assessment Lien runs with the land and the portion of an assessment payment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien.

The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance (“Pre-existing Homestead Rights”) for as long as such Pre-Existing Homestead Rights are maintained on the property. It is unclear under State law whether or not Pre-existing Homestead Rights would prevent the Assessment Lien from attaching to such homestead property or instead cause the Assessment Lien to attach, but remain subject to, the Pre-existing Homestead Rights.

Under State law, in order to establish homestead rights, the claimant must show a combination of both overt acts of homestead usage and intention on the part of the owner to claim the land as a homestead. Mere ownership of the property alone is insufficient and the intent to use the property as a homestead must be a present one, not an intention to make the property a homestead at some indefinite time in the future. As of the date of adoption of the Assessment Ordinance, no such homestead rights had been claimed. Furthermore, the Master Developer is not eligible to claim homestead rights. Consequently, there are and can be no homestead rights on the Assessed Property superior to the Assessment Lien and, therefore, the Assessment Liens may be foreclosed upon by the City.

Failure by owners of the parcels to pay Annual Installments when due, depletion of the accounts within the Reserve Fund, delay in foreclosure proceedings, or the inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Assessments levied against such parcels may result in the inability of the City to make full or punctual payments of debt service on the Bonds.

THE ASSESSMENTS CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE PROPERTY ASSESSED, SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT LIENS AND CLAIMS FOR STATE, COUNTY, SCHOOL DISTRICT OR MUNICIPALITY AD VALOREM TAXES AND IS A PERSONAL OBLIGATION OF AND CHARGE AGAINST THE OWNERS OF PROPERTY LOCATED WITHIN IMPROVEMENT AREA #2A-2B OF THE DISTRICT.

Changes in State Law Regarding Public Improvement Districts

The 87th Legislature passed HB 1543, which became effective September 1, 2021, and requires a person who proposes to sell or otherwise convey real property within a public improvement district to provide to the purchaser of the property, before the execution of a binding contract of purchase and sale, written notice of the obligation to pay public improvement district assessments, in accordance with Section 5.014, Texas Property Code, as amended. In the event a contract of purchase and sale is entered into without the seller providing the notice, the intended purchaser is entitled to terminate the contract of purchase and sale. If the Master Developer or Pod Developer do not provide the required notice and prospective purchasers of property within Improvement Area #2A-2B terminate a purchase and sale contract, the anticipated absorption schedule may be affected. In addition to the right to terminate the purchase contract, a property owner who did not receive the required notice is entitled, after sale, to sue for damages for (i) all costs relative to the purchase, plus interest and reasonable attorney’s fees, or (ii) an amount not to exceed \$5,000, plus reasonable attorney’s fees. In a suit filed pursuant to clause (i), any damages awarded must go first to pay any outstanding liens on the property. In such an event, the outstanding Assessments on such property should be paid. On payment of all damages respectively to the lienholders and purchaser pursuant to clause (i), the purchaser is required to reconvey the property to the seller. Further, if the Master Developer or Pod Developer do not provide the required notice and become liable for monetary damages, the anticipated buildout and absorption schedule may be affected. No assurances can be given that the projected buildout and absorption schedules presented in this Limited

Offering Memorandum will be realized. The forms of notice to be provided to homebuyers are attached to the Service and Assessment Plan. See “Appendix C — Service and Assessment Plan.”

Potential Future Changes in State Law Regarding Public Improvement Districts

During Texas legislative sessions and interim business of the Texas legislature, various proposals and reports have been presented by committees of Texas Senate and Texas House of Representative which suggest or recommend changes to the PID Act relating to oversight of bonds secured by special assessments including adopting requirements relating to levels of build out or adding State level oversight in connection with the issuance of bonds secured by special assessments under the PID Act. The 88th Legislative Session of the State (the “88th Regular Session”) concluded on May 29, 2023. When the regular Legislature is not in session, the Governor of Texas may call one or more special sessions, at the Governor’s direction, each lasting no more than 30 days, and for which the Governor sets the agenda. Upon conclusion of the 88th Regular Session, the Governor called four special sessions all of which have ended without any legislation being passed by either chamber of the Texas legislature recommending oversight of bonds secured by assessments. It is impossible to predict what new proposals may be presented regarding the PID Act and the issuance of special assessment bonds during any upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Texas Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. It is impossible to predict with certainty the impact that any such future legislation will or may have on the security for the Bonds.

Loss of Tax Exemption

The Indenture contains covenants by the City intended to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes. As discussed under the caption “TAX MATTERS” herein, interest on the Bonds could become includable in gross income for purposes of federal income taxation, retroactive to the date the Bonds were issued, as a result of future acts or omissions of the City in violation of its covenants in the Indenture.

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or State level, may adversely affect the tax-exempt status of interest on the Bonds under federal or State law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

Lien Foreclosure and Bankruptcy of Property Owners

The payment of Assessments and the ability of the City to foreclose on the lien of a delinquent unpaid Assessment may be limited by bankruptcy, insolvency or other laws generally affecting creditors’ rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not cause the Assessments to become extinguished, bankruptcy of a property owner in all likelihood would result in a delay in prosecuting foreclosure proceedings. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, and the possibility that delinquent Assessments might not be paid in full.

Direct and Overlapping Indebtedness, Assessments and Taxes

The ability of an owner of property within Improvement Area #2A-2B to pay the Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of Improvement Area #2A-2B currently impose ad valorem taxes on the property within Improvement Area #2A-2B and will likely do so in the future. Such entities could also impose assessment liens on the property within Improvement Area #2A-2B. The imposition of additional liens, or for private financing, may reduce the ability or willingness of the landowners to pay the Assessments. See “OVERLAPPING TAXES AND DEBT.”

Depletion of Reserve Fund

Failure of the owners of property within Improvement Area #2A-2B to pay the Assessments when due could result in the rapid, total depletion of the Reserve Account of the Reserve Fund prior to replenishment from the resale of property upon a foreclosure or otherwise or delinquency redemptions after a foreclosure sale, if any. There could be a default in payments of the principal of and interest on the Bonds if sufficient amounts are not available in the

Reserve Account of the Reserve Fund. The Indenture provides that if, after a withdrawal from the Reserve Account of the Reserve Fund, the amount in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer an amount from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund sufficient to cure such deficiency, as described under “SECURITY FOR THE BONDS SIMILARLY SECURED — Reserve Account of the Reserve Fund” herein.

Hazardous Substances

While governmental taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may be relevant. One of the most serious in terms of the potential reduction in the value that may be realized to the assessment is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or “Superfund Act,” is the most well-known and widely applicable of these laws. It is likely that, should any of the parcels of land located in the District be affected by a hazardous substance, the marketability and value of parcels would be reduced by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The value of the land within the District does not take into account the possible liability of the owner (or operator) for the remedy of a hazardous substance condition of the parcel. The City has not independently verified, and is not aware, that the owner (or operator) of any of the parcels within the District has such a current liability with respect to such parcel; however, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the land within the District resulting from the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

See “THE ELEVON DEVELOPMENT — Environmental” for discussion of previous Phase One ESA performed on property within the District.

Regulation

Development within the District may be subject to future federal, State and local regulations. Approval may be required from various agencies from time to time in connection with the layout and design of development in the District, the nature and extent of public improvements, land use, zoning and other matters. Failure to meet any such regulations or obtain any such approvals in a timely manner could delay or adversely affect development in the District and property values.

Bondholders’ Remedies and Bankruptcy

In the event of default in the payment of principal or interest on the Bonds or the occurrence of any other Event of Default under the Indenture, the Trustee may proceed, and upon the written request of the Owners of not less than 50% in aggregate Outstanding principal amount of the Bonds Similarly Secured then Outstanding, the Trustee shall proceed to protect and enforce its rights and the rights of the owners of the Bonds under the Indenture by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or agreement contained therein or in aid or execution of any power granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the City’s obligations under the Bonds or the Indenture and such obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, so rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The owners of the Bonds cannot themselves foreclose on property within Improvement Area #2A-2B of the District or sell property within Improvement Area #2A-2B of the District in order to pay the principal of

and interest on the Bonds. The enforceability of the rights and remedies of the owners of the Bonds further may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. In this regard, should the City file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See “BONDHOLDERS’ RISKS — Chapter 9 Bankruptcy Limitation to Bondholders’ Rights” herein.

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within the District pursuant to the Federal Bankruptcy Code could, subject to its discretion, delay or limit any attempt by the City to collect delinquent Assessments, or delinquent ad valorem taxes, against such property owner.

In addition, in 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006) (“Tooke”) that a waiver of sovereign immunity must be provided for by statute in “clear and unambiguous” language. In so ruling, the Court declared that statutory language such as “sue and be sued”, in and of itself, did not constitute a clear and unambiguous waiver of sovereign immunity. In Tooke, the Court noted the enactment in 2005 of sections 271.151-.160, Texas Local Government Code (the “Local Government Immunity Waiver Act”), which, according to the Court, waives “immunity from suit for contract claims against most local governmental entities in certain circumstances.” The Local Government Immunity Waiver Act covers cities and relates to contracts entered into by cities for providing goods or services to cities.

In *Wasson Interests, Ltd. v. City of Jacksonville*, 489 S.W.3d 427 (Tex. 2016) (“Wasson”), the Texas Supreme Court (the “Court”) addressed whether the distinction between governmental and proprietary acts (as found in tort-based causes of action) applies to breach of contract claims against municipalities. The Court analyzed the rationale behind the Proprietary-Governmental Dichotomy to determine that “a city’s proprietary functions are not done pursuant to the ‘will of the people’” and protecting such municipalities “via the [S]tate’s immunity is not an efficient way to ensure efficient allocation of [S]tate resources.” While the Court recognized that the distinction between governmental and proprietary functions is not clear, the Wasson opinion held that the Proprietary-Governmental Dichotomy applies in a contract-claims context. The Court reviewed Wasson for a second time and issued an opinion on October 5, 2018 clarifying that to determine whether governmental immunity applies to a breach of contract claim, the proper inquiry is whether the municipality was engaged in a governmental or proprietary function when it entered into the contract, not at the time of the alleged breach. Therefore, in regard to municipal contract cases (as in tort claims), it is incumbent on the courts to determine whether a function was proprietary or governmental based upon the statutory and common law guidance at the time of inception of the contractual relationship. Texas jurisprudence has generally held that proprietary functions are those conducted by a city in its private capacity, for the benefit only of those within its corporate limits, and not as an arm of the government or under authority or for the benefit of the State; these are usually activities that can be, and often are, provided by private persons, and therefore are not done as a branch of the State, and do not implicate the state’s immunity since they are not performed under the authority, or for the benefit, of the State as sovereign. Notwithstanding the foregoing new case law issued by the Court, such sovereign immunity issues have not been adjudicated in relation to bond matters (specifically, in regard to the issuance of municipal debt). Each situation will be prospectively evaluated based on the facts and circumstances surrounding the contract in question to determine if a suit, and subsequently, a judgement, is justiciable against a municipality.

The City is not aware of any State court construing the Local Government Immunity Waiver Act in the context of whether contractual undertakings of local governments that relate to their borrowing powers are contracts covered by such act. Because it is unclear whether the Texas legislature has effectively waived the City’s sovereign immunity from a suit for money damages in the absence of City action, the Trustee or the owners of the Bonds may not be able to bring such a suit against the City for breach of the Bonds or the Indenture covenants. As noted above, the Indenture provides that owners of the Bonds Similarly Secured may exercise the remedy of mandamus to enforce the obligations of the City under the Indenture. Neither the remedy of mandamus nor any other type of injunctive relief was at issue in Tooke, and it is unclear whether Tooke will be construed to have any effect with respect to the exercise of mandamus, as such remedy has been interpreted by State courts. In general, State courts have held that a writ of mandamus may be issued to require public officials to perform ministerial acts that clearly pertain to their duties. State courts have held that a ministerial act is defined as a legal duty that is prescribed and defined with a precision and certainty that leaves nothing to the exercise of discretion or judgment, though mandamus is not available to enforce purely contractual duties. However, mandamus may be used to require a public officer to perform legally-imposed ministerial duties necessary for the performance of a valid contract to which the State or a political subdivision of the State is a party (including the payment of moneys due under a contract).

Judicial Foreclosures

Judicial foreclosure proceedings are not mandatory; however, the City has covenanted to order and cause such actions to be commenced. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and, in such event, there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. Moreover, in filing a suit to foreclose, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property; the proceeds of any sale of property within Improvement Area #2A-2B available to pay debt service on the Bonds may be limited by the existence of other tax liens on the property. See “OVERLAPPING TAXES AND DEBT.” Collection of delinquent taxes, assessments and the Assessments may be adversely affected by the effects of market conditions on the foreclosure sale price, and by other factors, including taxpayers’ right to redeem property within two years of foreclosure for residential and agricultural use property and six months for other property, and by a time-consuming and expensive collection procedure.

No Acceleration

The Indenture expressly denies the right of acceleration in the event of a payment default or other default under the terms of the Bonds or the Indenture.

Limited Secondary Market for the Bonds

The Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Bonds in the event an Owner thereof determines to solicit purchasers for the Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Bonds may be sold. Such price may be lower than that paid by the current Owners of the Bonds, depending on the progress of development of Improvement Area #2A-2B subject to the Assessments, existing real estate and financial market conditions and other factors.

No Credit Rating

The City has not applied for or received a rating on the Bonds. Even if a credit rating had been sought for the Bonds, it is not anticipated that such a rating would have been investment grade. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary market trading in connection with a particular issue is suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then generally prevailing circumstances. Such prices could be substantially different from the original purchase price.

Chapter 9 Bankruptcy Limitation to Bondholders’ Rights

The enforceability of the rights and remedies of the owners of the Bonds may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. The City is authorized under State law to voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946. The City may proceed under Chapter 9 if it (1) is generally not paying its debts, or unable to meet its debts, as they become due, (2) desires to effect a plan to adjust such debts, and (3) has either obtained the agreement of or negotiated in good faith with its creditors, is unable to negotiate with its creditors because negotiation is impracticable, or reasonably believes that a creditor may attempt to obtain a preferential transfer.

If the City decides in the future to proceed voluntarily under the Federal Bankruptcy Code, the City would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Federal Bankruptcy Code, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the City is not prohibited by law from taking any action necessary to carry out the plan, (4) administrative expenses are paid in full, (5) all regulatory or electoral approvals required under State law are obtained and (6) the plan is in the best interests of creditors and is feasible. The rights and remedies of the owners of the Bonds would be adjusted in accordance with the confirmed plan of adjustment of the City’s debt.

The City cannot predict a Bankruptcy Court's treatment of the Bond holders' creditor claim and whether a Bond holder would be repaid in full.

Management and Ownership

The management and ownership of the Master Developer, Pod Developer, the Builders and related or affiliated property owners could change in the future. Purchasers of the Bonds should not rely on the management experience of such entities. There are no assurances that such entities will not sell the subject property or that officers will not resign or be replaced. In such circumstances, a new developer, new builder or new officers in management positions may not have comparable experience in projects comparable to the District.

Tax-Exempt Status of the Bonds

As further described in "TAX MATTERS" below, failure of the City to comply with the requirements of the Internal Revenue Code of 1986 (the "Code") and the related legal authorities, or changes in the federal tax law or its application, could cause interest on the Bonds to be included in the gross income of owners of the Bonds for federal income tax purposes, possibly from the date of original issuance of the Bonds. Further, the opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of interest on the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. The IRS has an ongoing program of auditing obligations that are issued and sold as bearing tax-exempt interest to determine whether, in the view of the IRS, interest on such obligations is included in the gross income of the owners thereof for federal income tax purposes. The IRS has announced that its audit efforts will focus in part on "developer-driven bond transactions," including certain tax increment financings and certain assessment bond transactions. In recent audits, the IRS has asserted that interest on such "developer-driven" obligations can be taxable, in certain circumstances, even when those transactions otherwise meet all applicable tax law requirements. It cannot be predicted if this IRS focus could lead to an audit of the Bonds or what the result would be of any such audit. If an audit of the Bonds is commenced, under current procedures parties other than the City would have little, if any, right to participate in the audit process. Moreover, because achieving judicial review in connection with an audit of tax-exempt obligations is difficult, obtaining an independent review of IRS positions with which the City legitimately disagree, may not be practicable. Any action of the IRS, regardless of the outcome, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of obligations presenting similar tax issues, may affect the market price for, or the marketability of, the Bonds. Finally, if the IRS ultimately determines that the interest on the Bonds is not excluded from the gross income of Bondholders for federal income tax purposes, the Issuer may not have the resources to settle with the IRS, the Bonds are not required to be redeemed, and the interest rate on the Bonds will not increase.

General Risks of Real Estate Investment and Development

The Master Developer and the Pod Developers have the right to modify or change their plan for development of the District, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed. No defined "true-up" agreement has been entered into between the City and Master Developer, nor is there a requirement that future developers, Master Developer or Pod Developers enter into such an agreement. There can be no assurance, in the event the Master Developer, Pod Developer or a subsequent developer modifies or changes its plan for development that the necessary revisions to the Service and Assessment Plan will be made. Nor can there be an assurance that the eventual assessment burden on the property will be marketable.

The ability of the Master Developer and Pod Developers to develop lots and sell single-family residential homes within the District may be affected by unforeseen changes in the general economic conditions, fluctuations in the real estate market and other factors beyond the control of the owner of the single-family residential lots. In the event that a large number of single-family projects are constructed outside of the District, and compete with the Elevon Development, the demand for residential housing within the District could be reduced, thereby adversely affecting the continued development of the Elevon Development, or its attraction to businesses and residents.

Investments in undeveloped or developing real estate are generally considered to be speculative in nature and to involve a high degree of risk. The Elevon Development will be subject to the risks generally incident to real estate investments and development. Many factors that may affect the Elevon Development, as well as the operating revenues of the Master Developer and the Pod Developers, including those derived from the Elevon Development,

are not within the control of the Master Developer or the Pod Developers. Such factors include changes in national, regional and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the Elevon Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; acts of God (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; contractor or subcontractor defaults; and other unknown contingencies and factors beyond the control of the Master Developer or the Pod Developers.

The Elevon Development cannot be completed without the Master Developer and the Pod Developers obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction of each phase of the Elevon Development and to allow the occupancy of residences and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results for the Master Developer or the Pod Developers.

A slowdown of the development process and the related absorption rate within the Elevon Development because of any or all of the foregoing could affect adversely land values. The timely payment of the Bonds depends on the willingness and ability of the Master Developer, the Pod Developers and any subsequent owners to pay the Assessments when due. Any or all of the foregoing could reduce the willingness and ability of such owners to pay the Assessments and could greatly reduce the value of the property within the District in the event such property has to be foreclosed. If Annual Installments of Assessments are not timely paid and there are insufficient funds in the accounts of the Reserve Fund, a nonpayment could result in a payment default under the Indenture.

Risks Related to the Current Residential Real Estate Market

In the past, the real estate market has experienced significant slowing of new home sales and new home closings due in part to the subprime mortgage crisis involving adjustable-rate mortgages and other creative mortgage financing tools that allowed persons with higher credit risk to buy homes. The economic crisis that resulted from higher interest rates, at a time when many subprime mortgages were due to reset their interest rates, has served to reduce the availability of mortgages to many potential home buyers, making entry into the real estate market more difficult. Downturns in the real estate market and other factors beyond the control of the Master Developer, Pod Developers or the Builders, including general economic conditions, may impact the timing of parcel, lot and home sales within the District. No assurances can be given that projected home prices and buildout values presented in this Limited Offering Memorandum will be realized.

Risks Related to Current Increase in Costs of Building Materials

The Master Developer is responsible for the construction of the Zone 1 Improvements and the Offsite Improvements, and the Improvement Area #2A-2B Pod Developers are responsible for the construction of the Improvement Area #2A Improvements and Improvement Area #2B Improvements within their respective pods. The Master Developer expects to finance a portion of the costs of the Improvement Area #2A Improvements and Improvement Area #2B Improvements from proceeds of the Bonds. If the Actual Costs of the Improvement Area #2A Improvements and Improvement Area #2B Improvements are substantially greater than the estimated costs or if the Master Developer or Pod Developers are unable to access building materials in a timely manner, it may affect the ability of the Master Developer or the Pod Developers, as applicable, to complete the Improvement Area #2A Improvements and Improvement Area #2B Improvements respectively, construct homes within the District, or pay the Assessments when due. There is no way to predict whether supply chain issues or cost will affect the development of the District.

Competition

The housing industry in the Dallas-Fort Worth area is very competitive, and none of the Master Developer, the City, the City's Financial Advisor or the Underwriter can give any assurance that the building programs which are

planned will ever commence or be completed in accordance with the Master Developer's expectations. The competitive position of the Builders in the sale of developed lots or of any other homebuilder in the construction and sale of single-family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to maintenance of market values in the District.

There can be no assurances that other similar projects will not be developed in the future or that existing projects will not be upgraded or otherwise able to compete with the Elevon Development.

Project Name	# of Units	Proximity to District (Miles)	Developer	Date Started	Prices
LakePointe	700	.1	Lenart Development	2021	\$360k-\$600k
Lake Breeze	109	.5	Union Main	2022	\$350-\$600k

Availability of Utilities

The progress of development within the District is also dependent upon the City providing an adequate wastewater service to the Elevon Development and the Bear Creek SUD and the Nevada SUD providing an adequate water service to the Elevon Development. If the City, Bear Creek SUD or Nevada SUD fail to provide water and wastewater services to the property in the District, the Elevon Development cannot be substantially completed, and the Pod Developers will not be able to develop lots and construct homes. See "THE ELEVON DEVELOPMENT — Utilities."

Dependence Upon Pod Developers

The Pod Developers, collectively, own 100% of the assessed property within Improvement Area #2A-2B, and currently have the obligation for the payment of 100% of the total Assessments. The ability of the Pod Developers to make full and timely payment of the Assessments will directly affect the ability of the City to meet its debt service obligations with respect to the Bonds. Any difficulty that the Pod Developer may have in meeting their lot completion and home construction projects may affect their ability to timely pay Assessments. The Pod Developers will not be receiving reimbursement from any of the proceeds from the Bonds.

The City will pay the Master Developer, or the Master Developer's designee, from proceeds of the Bonds for project costs actually incurred in developing and constructing the Improvement Area #2A Improvements and Improvement Area #2B Improvements within the District. See "THE IMPROVEMENT AREA #2A-2B AUTHORIZED IMPROVEMENTS." There can be no assurances given as to the financial ability of the Master Developer or Pod Developers to complete such improvements.

TAX MATTERS

Opinion

On the date of initial delivery of the Bonds, McCall, Parkhurst & Horton L.L.P., Dallas, Texas, Bond Counsel to the City, will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof ("Existing Law"), (1) interest on the Bonds for federal income tax purposes will be excludable from the "gross income" of the holders thereof and (2) the Bonds will not be treated as "specified private activity bonds" the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). Except as stated above, Bond Counsel to the City will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Bonds. See "APPENDIX D — Form of Opinion of Bond Counsel."

In rendering its opinion, Bond Counsel to the City will rely upon (a) certain information and representations of the City, including information and representations contained in the City's federal tax certificate, and (b) covenants of the City contained in the Bond documents relating to certain matters, including arbitrage and the use of the proceeds of the Bonds and the property financed or refinanced therewith. Failure by the City to observe the aforementioned representations or covenants could cause the interest on the Bonds to become taxable retroactively to the date of issuance of the Bonds.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Bonds in order for interest on the Bonds to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Bonds to be included in gross income retroactively to the date of issuance of the Bonds. The opinion of Bond Counsel to the City is conditioned on compliance by the City with such requirements and the covenants described in the prior paragraph, and Bond Counsel to the City has not been retained to monitor compliance with these requirements subsequent to the issuance of the Bonds.

Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel's opinion is not a guarantee of a result. Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds.

A ruling was not sought from the Internal Revenue Service by the City with respect to the Bonds or the property financed or refinanced with proceeds of the Bonds. Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the representations of the Issuer that it deems relevant to render such opinion and is not a guarantee of a result. No assurances can be given as to whether the Internal Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an Internal Revenue Service audit is commenced, under current procedures the Internal Revenue Service is likely to treat the City as the taxpayer and the Bondholders may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

Federal Income Tax Accounting Treatment of Original Issue Discount

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the bonds may not be equal to the accrual period or be in excess of one year (the "Original Issue Discount Bonds"). In such event, the difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The "stated redemption price at maturity" means the sum of all payments to be made on the Bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be

determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

Collateral Federal Income Tax Consequences

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on Existing Law, all of which are subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with Subchapter C earnings and profits, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium assistance credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS.

Interest on the Bonds may be includable in certain corporation's "adjusted financial statement income" determined under section 56A of the Code to calculate the alternative minimum tax imposed by section 55 of the Code.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount bonds" to the extent such gain does not exceed the accrued market discount of such bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

State, Local and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

Information Reporting and Backup Withholding

Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Bonds will be sent to each registered holder and to the IRS. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner's social security number or other taxpayer identification number ("TIN"), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient's federal income tax. Special rules apply to partnerships,

estates and trusts, and in certain circumstances, and in respect of Non-U.S. holders, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

Future and Proposed Legislation

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

LEGAL MATTERS

Legal Proceedings

Delivery of the Bonds will be accompanied by the unqualified approving legal opinion of the Attorney General of the State to the effect that the Bonds are valid and legally binding obligations of the City under the Constitution and laws of the State, payable from the Trust Estate and, based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the legal opinion of Bond Counsel, to a like effect.

McCall, Parkhurst & Horton L.L.P. serves as Bond Counsel to the City. Orrick, Herrington & Sutcliffe LLP serves as Underwriter's Counsel. The legal fees paid to Bond Counsel and Underwriter's Counsel are contingent upon the sale and delivery of the Bonds.

Legal Opinions

The City will furnish the Underwriter a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of the State, as recorded in the Bond Register of the Comptroller of Public Accounts of the State, to the effect that the Bonds are valid and binding special obligations of the City. The City will also furnish the legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding special obligations of the City under the Constitution and laws of the State. The legal opinion of Bond Counsel will further state that the Bonds, including principal of and interest thereon, are payable from and secured by a pledge of and lien on the Pledged Revenues. Bond Counsel will also provide a legal opinion to the effect that interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described above under the caption "TAX MATTERS." A copy of the opinion of Bond Counsel is attached hereto as "APPENDIX D — Form of Opinion of Bond Counsel."

Except as noted below, Bond Counsel did not take part in the preparation of the Limited Offering Memorandum, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Bonds herein under the captions or subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS SIMILARLY SECURED," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (first paragraph only), "LEGAL MATTERS — Legal Opinions," "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," and "APPENDIX B — Form of Indenture" and such firm is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Litigation — The City

At the time of delivery and payment for the Bonds, the City will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or overtly threatened against the City affecting the existence of the District, or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof, in accordance with the Indenture, or the collection or application of Assessments securing the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Assessment Ordinance, the Indenture, any action of the City contemplated by any of the said documents, or the collection or application of the Pledged Revenues, or in any way contesting the completeness or accuracy of this Limited Offering Memorandum or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any documents relating to the Bonds.

Litigation — The Master Developer

At the time of delivery and payment for the Bonds, the Master Developer will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory body, public board or body pending, or, to the best knowledge of the Master Developer, threatened against or affecting the Master Developer or any of its affiliates, including the Master Developer, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Master Developer or its officers, or would adversely affect (1) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Service and Assessment Plan, or the Improvement Area #2A-2B CFA Agreement, or otherwise described in this Limited Offering Memorandum or (2) the tax-exempt status of interest on the Bonds (individually or in the aggregate, a “Material Adverse Effect”).

SUITABILITY FOR INVESTMENT

Investment in the Bonds poses certain economic risks. See “BONDHOLDERS’ RISKS.” The Bonds are not rated by any nationally recognized municipal securities rating service. No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. Additional information will be made available to each prospective investor, including the benefit of a site visit to the City and the opportunity to ask questions of the Master Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. See “BONDHOLDERS’ RISKS — Bondholders’ Remedies and Bankruptcy of Property Owners.” Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by governmental immunity, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors and enacted before or after such delivery, and by general principles of equity that permit the exercise of judicial discretion.

NO RATING

No application for a rating on the Bonds has been made to any rating agency, nor is there any reason to believe that the City would have been successful in obtaining an investment grade rating for the Bonds had application been made.

CONTINUING DISCLOSURE

The City

Pursuant to Rule 15c2-12 of the SEC (the “Rule”), the City, the PID Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as dissemination agent (in such capacity, the “Dissemination Agent”), will enter into a Continuing Disclosure Agreement (the “Disclosure Agreement of Issuer”), for the benefit of the owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of Issuer, certain financial information and operating data relating to the City (collectively, the “City Reports”). The specific nature of the information to be contained in the City Reports is set forth in “APPENDIX E-1 — Form of Disclosure Agreement of Issuer.” Under certain circumstances, the failure of the City to comply with its obligations under the Disclosure Agreement of Issuer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of Issuer would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

A default by the Master Developer or the PID Administrator with respect to its obligations under the Disclosure Agreement of Developer (defined below) is not a default by the City. The City has no obligation to provide financial information, operating data or reports that the Master Developer or the PID Administrator is obligated to provide under the Disclosure Agreement of Developer in the event the Master Developer or the PID Administrator fails to do so.

The City has agreed to update information and to provide notices of certain specified events only as provided in the Disclosure Agreement of Issuer. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of Issuer. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of Issuer or from any statement made pursuant to the Disclosure Agreement of Issuer.

The City’s Compliance with Prior Undertakings

During the last five years, the City has complied in all material respects with all continuing disclosure undertakings made by it in accordance with the Rule.

The Master Developer

The Master Developer, the PID Administrator, and the Dissemination Agent will enter into a Continuing Disclosure Agreement (the “Disclosure Agreement of Master Developer”), for the benefit of the owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of Master Developer, certain information regarding the Elevon Development and the Improvement Area #2A Improvements and Improvement Area #2B Improvements (collectively, the “Master Developer Reports”). The specific nature of the information to be contained in the Master Developer Reports is set forth in “APPENDIX E-2 — Form of Disclosure Agreement of Master Developer.” Under certain circumstances, the failure of the Master Developer or the PID Administrator to comply with its obligations under the Disclosure Agreement of Master Developer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of Master Developer would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The Master Developer has agreed to provide (i) certain updated information to the PID Administrator, which consultant will prepare and provide such updated information in report form and (ii) notices of certain specified events, only as provided in the Disclosure Agreement of Master Developer. The Master Developer has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of Master Developer. The Master Developer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The Master Developer disclaims any contractual or tort liability for damages resulting in whole or in

part from any breach of the Disclosure Agreement of Master Developer or from any statement made pursuant to the Disclosure Agreement of Master Developer.

The Master Developer's Compliance with Prior Undertakings

During the last five years, the Master Developer has complied in all material respects with its continuing disclosure agreements made in accordance with the Rule.

UNDERWRITING

FMSbonds, Inc. (the "Underwriter") has agreed to purchase the Bonds from the City at a purchase price of \$_____ (the par amount of the Bonds, less a reoffering discount of \$_____ less an underwriting discount of \$_____). The Underwriter's obligations are subject to certain conditions precedent and if obligated to purchase any of the Bonds the Underwriter will be obligated to purchase all of the Bonds. The Bonds may be offered and sold by the Underwriter at prices lower than the initial offering prices stated on the inside cover page hereof, and such initial offering prices may be changed from time to time by the Underwriter.

Additionally, there are no assurances that if a secondary market for the Bonds were to develop, that it will not be disrupted by events. Consequently, investors may not be able to resell the Bonds purchased should they need or wish to do so for emergency or other purposes. See "BONDHOLDERS' RISKS — Infectious Disease Outbreak" herein.

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE

The sale of the Bonds has not been registered under the Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any other jurisdiction. The City assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

The PID Act and Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code, as amended) provide that the Bonds are negotiable instruments and investment securities governed by Chapter 8, Texas Business and Commerce Code, as amended, and are legal and authorized investments for insurance companies, fiduciaries, trustees, or for the sinking funds of municipalities or other political subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State, the PFIA requires that the Bonds be assigned a rating of at least "A" or its equivalent as to investment quality by a national rating agency. See "NO RATING" above. In addition, the PID Act and various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or more, and savings and loan associations. The Bonds are eligible to secure deposits to the extent of their market value. No review by the City has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states. No representation is made that the Bonds will be acceptable to public entities to secure their deposits or acceptable to such institutions for investment purposes.

The City made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes.

INVESTMENTS

The City invests its funds in investments authorized by State law in accordance with investment policies approved by the City Council. Both State law and the City's investment policies are subject to change.

Under State law, the City is authorized to make investments meeting the requirements of the PFIA, which currently include (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which is guaranteed or insured by or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than “A” or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, or the National Credit Union Share Insurance Fund or its successor; (8) interest-bearing banking deposits other than those described by clause (7) if (A) the funds invested in the banking deposits are invested through: (i) a broker with a main office or branch office in this state that the City selects from a list the governing body or designated investment committee of the City adopts as required by Section 2256.025, Texas Government Code; or (ii) a depository institution with a main office or branch office in this state that the City selects; (B) the broker or depository institution selected as described by (A) above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the City’s account; (C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and (D) the City appoints as the City’s custodian of the banking deposits issued for the City’s account: (i) the depository institution selected as described by (A) above; (ii) an entity described by Section 2257.041(d), Texas Government Code; or (iii) a clearing broker dealer registered with the SEC and operating under SEC Rule 15c3-3; (9) (i) certificates of deposit or share certificates meeting the requirements of the PFIA that are issued by an institution that has its main office or a branch office in the State and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or their respective successors, or are secured as to principal by obligations described in clauses (1) through (8) or in any other manner and provided for by law for City deposits, or (ii) certificates of deposits where (a) the funds are invested by the City through (A) a broker that has its main office or a branch office in the State and is selected from a list adopted by the City as required by law, or (B) a depository institution that has its main office or branch office in the State that is selected by the City, (b) the broker or the depository institution selected by the City arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City, (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States, and (d) the City appoints the depository institution selected under (a) above, a custodian as described by Section 2257.041(d) of the Texas Government Code, or a clearing broker-dealer registered with the SEC and operating pursuant to SEC Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the City with respect to the certificates of deposit; (10) fully collateralized repurchase agreements that have a defined termination date, are secured by a combination of cash and obligations described in clause (1) above or clause (12) below, require the securities being purchased by the City or cash held by the City to be pledged to the City, held in the City’s name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) certain bankers’ acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least “A-1” or “P-1” or the equivalent by at least one nationally recognized credit rating agency; (12) commercial paper with a stated maturity of 365 days or less that is rated at least “A-1” or “P-1” or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank; (13) no-load money market mutual funds registered with and regulated by the United States SEC that provide the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940 and that comply with federal SEC Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and (14) no-load mutual funds registered with the SEC that have an average weighted maturity of less than two years, and either (a) a duration of one year or more and invest exclusively in obligations described in under this heading, or (b) a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities, other than the prohibited obligations described below, in an amount at least equal to the amount of bond proceeds invested under such contract and are pledged to the City and deposited with the City or a third party selected and approved by the City.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than “AAA” or “AAAm” or an equivalent by at least one nationally recognized rating service. The City may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance, or resolution. The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than ten (10) years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Political subdivisions such as the City are authorized to implement securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (8) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than “A” or its equivalent or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (12) through (14) above, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City’s name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less.

Under State law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that include a list of authorized investments for City funds, the maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All City funds must be invested consistent with a formally adopted “Investment Strategy Statement” that specifically addresses each fund’s investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under State law, the City’s investments must be made “with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment considering the probable safety of capital and the probable income to be derived.” At least quarterly the City’s investment officers must submit an investment report to the City Council detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, the ending market value and the fully accrued interest for the reporting period of each pooled fund group, (4) the book value and market value of each separately listed asset at the end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategies and (b) State law. No person may invest City funds without express written authority from the City Council.

Under State law, the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt by written instrument a rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment strategies and records any changes made to either its investment policy or investment strategy in the respective rule, order, ordinance or resolution; (3) require any investment officers with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (4) require the qualified representative of firms offering to engage in an investment transaction with the City to: (a) receive and review the City’s investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business organization that are not authorized by the City’s investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the entity’s entire portfolio, requires an interpretation

of subjective investment standards or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority), and (c) deliver a written statement in a form acceptable to the City and the business organization attesting to these requirements; (5) in conjunction with its annual financial audit, perform a compliance audit of the management controls on investments and adherence to the City's investment policy; (6) provide specific investment training for the Treasurer, chief financial officer and investment officers; (7) restrict reverse repurchase agreements to not more than ninety (90) days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse purchase agreement; (8) restrict the investment in no-load mutual funds in the aggregate to no more than fifteen percent (15%) of the City's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; and (10) at least annually review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

INFORMATION RELATING TO THE TRUSTEE

The City has appointed Wilmington Trust, National Association, Dallas, Texas, a national banking association organized under the laws of the United States, to serve as Trustee. The Trustee is to carry out those duties assignable to it under the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Limited Offering Memorandum and assumes no responsibility for the contents, accuracy, fairness or completeness of the information set forth in this Limited Offering Memorandum or for the recitals contained in the Indenture or the Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the City of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the proceeds of such Bonds by the City. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, the technical or financial feasibility of the project, or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

Additional information about the Trustee may be found at its website at <https://www.wilmingtontrust.com>. Neither the information on the Trustee's website, nor any links from that website, is a part of this Limited Offering Memorandum, nor should any such information be relied upon to make investment decisions regarding the Bonds.

SOURCES OF INFORMATION

General

The information contained in this Limited Offering Memorandum has been obtained primarily from the City's records, the Master Developer, the Pod Developers and the Builders and their representatives and other sources believed to be reliable. In accordance with its responsibilities under the federal securities law, the Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum or any sale hereunder will create any implication that there has been no change in the financial condition or operations of the City or the Master Developer described herein since the date hereof. This Limited Offering Memorandum contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions, ordinances, indentures and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

Sources of Certain Information

The information contained in this Limited Offering Memorandum relating to the description of the Master Developer, the District, the Elevon Development and the Improvement Area #2A Improvements and Improvement Area #2B Improvements generally and, in particular, the information included in the maps on pages (ii), (iii), (iv) and

(v)) and in the sections captioned “PLAN OF FINANCE” (except for the information under the subcaption “— The Bonds”), “THE IMPROVEMENT AREA #2A-2B IMPROVEMENTS,” “THE ELEVON DEVELOPMENT,” “THE MASTER DEVELOPER AND POD DEVELOPERS,” “BONDHOLDERS’ RISKS” (only as it pertains to the Master Developer, the Improvement Area #2A Improvements, the Improvement Area #2B Improvements, and the Elevon Development), “LEGAL MATTERS — Litigation — The Master Developer,” and “CONTINUING DISCLOSURE — The Master Developer” and “— The Master Developer’s Compliance with Prior Undertakings” has been provided by the Master Developer, and the Master Developer warrants and represents that the information contained herein is true and correct and 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 herein, in the light of the circumstances under which they were made, not misleading. At the time of delivery of the Bonds to the Underwriter, the Master Developer will deliver a certificate to this effect to the City and the Underwriter.

Pod Developers

The information relating to the Pod Developers and their respective Pod Developers’ Development Obligations in this Limited Offering Memorandum contained in sections captioned “PLAN OF FINANCE” (except for the information under the subcaption “— The Bonds”), “THE IMPROVEMENT AREA #2A-2B AUTHORIZED IMPROVEMENTS,” “THE ELEVON DEVELOPMENT,” “THE MASTER DEVELOPER AND POD DEVELOPERS,” and “BONDHOLDERS’ RISKS” has been provided by HMH/Stratford Elevon, GRBK Edgewood, and UMH Development, and such Pod Developers warrant and represent that the information contained herein is true and correct and 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 herein, in the light of the circumstances under which they were made, not misleading. At the time of delivery of the Bonds to the Underwriter, K Hovnanian Homes, HMH/Stratford Elevon, GRBK Edgewood, UMH Development and Qualico will each deliver a certificate to this effect to the City and the Underwriter.

Experts

The information regarding the Service and Assessment Plan in this Limited Offering Memorandum has been provided by P3Works, LLC and has been included in reliance upon the authority of such firm as experts in the field of assessment allocation/methodology and public improvement district administration.

The information regarding the Appraisal in this Limited Offering Memorandum has been provided by the Appraiser and has been included in reliance upon the authority of such firm as experts in the field of the appraisal of real property. The Appraiser has consented to the inclusion of the Appraisal herein.

Links To Websites

The City has provided links to websites in this Limited Offering Memorandum to allow investors independent access to information or expertise that may be of value. UNLESS EXPRESSLY SO STATED HEREIN, INFORMATION ON SUCH WEBSITES IS NOT INCORPORATED INTO THIS LIMITED OFFERING MEMORANDUM BY REFERENCE OR OTHERWISE. The inclusion of any links does not imply a recommendation or endorsement of the information or views expressed within a website. The City has not participated in the preparation, compilation or selection of information or views in any website referenced in this Limited Offering Memorandum, and assumes no responsibility or liability for the information or views, or accuracy or completeness thereof, in any website referenced herein.

Updating of Limited Offering Memorandum

If, subsequent to the date of the Limited Offering Memorandum, the City learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Underwriter, of any adverse event which causes the Limited Offering Memorandum to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, the City will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the Limited Offering Memorandum satisfactory to the Underwriter; provided, however, that the obligation of the City to so amend or supplement the Limited Offering Memorandum will terminate when the City delivers the Bonds to the Underwriter, unless the Underwriter notifies the City on or before such date that less than all of the Bonds have been sold to ultimate customers; in which case the

City's obligations hereunder will extend for an additional period of time (but not more than ninety (90) days after the date the City delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21e of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "anticipate," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

AUTHORIZATION AND APPROVAL

The Bond Ordinance will approve the form and content of this Limited Offering Memorandum and authorize the use of this Limited Offering Memorandum by the Underwriter in connection with the marketing and sale of the Bonds.

CITY OF LAVON, TEXAS

Mayor

ATTEST:

City Secretary

APPENDIX A

GENERAL INFORMATION REGARDING THE CITY OF LAVON, TEXAS

The following information has been derived from various sources, including the U.S. Census data, Municipal Advisory Council of Texas, and website of City of Lavon, Texas. While such sources are believed to be reliable, no representation is made as to the accuracy thereof.

Location and Population

The City is a political subdivision of the State of Texas located in Collin County, Texas and is located in southeastern Collin County approximately 6 miles north of Rockwall and 35 miles northeast of Dallas off of Highway 205 and Highway 78. The City was established in 1972. The City's population as of January 1, 2024 is estimated to be 8,055. The City covers approximately 4.3 square miles.

Education

Primary and Secondary education is provided by Community Independent School District. According to the Texas Education Agency annual school report cards Community Independent School District was rated as "B." (The categories for public school districts and public schools are A, B, C, D or F.)

The following list illustrates the major colleges and universities located within a 60-mile radius of the City.

Austin College	Sherman, Texas
Collin College System	McKinney, Texas
Texas A&M University – Commerce	Commerce, Texas
Grayson County Community College	Sherman, Texas
Southern Methodist University	Dallas, Texas
Texas Christian University	Fort Worth, Texas
Texas Woman's University	Denton, Texas
University of Dallas	Dallas, Texas
University of North Texas	Denton, Texas
University of Texas at Arlington	Arlington, Texas
University of Texas at Dallas	Dallas, Texas

Historical Employment in Collin County (Average Annual)

	Average Annual				
	2024	2023	2022	2021	2020
Civilian Labor Force	661,229	644,705	625,800	600,186	578,797
Total Employed	635,224	622,134	605,672	574,037	542,541
Total Unemployed	26,005	22,571	20,128	26,149	36,256
Unemployment Rate	3.9%	3.5%	3.2%	4.4%	6.3%

Source: Texas Workforce Commission. Data through August 2024.

Major Employers in Collin County

The major employers in Collin County are set forth in the table below.

Employer	Employees
State Farm Insurance Corporate Office	10,000
JPMorgan Chase	9,500
Frisco ISD	8,799
Capital One Finance	7,542
Toyota North American HQ	4,573
Bank of America	4,500
Raytheon Intelligence and Space	4,347
The University of Texas at Dallas	3,455
Blue Cross Blue Shield of Texas	3,100
McKinney ISD	2,729

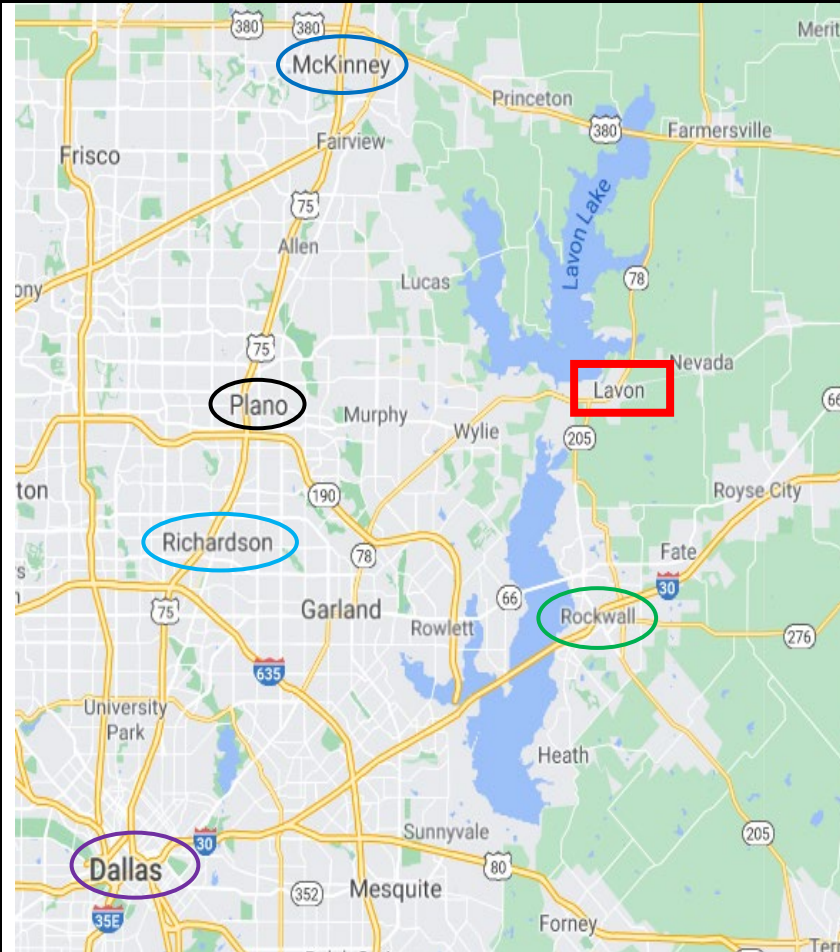
Source: Collin County Comprehensive Annual Financial Report, September 30, 2023.

DALLAS-FORT WORTH-ARLINGTON MSA - REGIONAL EMPLOYMENT

Surrounding Economic Activity

The major employers of municipalities surrounding the City are set forth in the table below.

City of Plano		City of Rockwall		City of Richardson	
Approximately 16 miles from the City		Approximately 19 miles from the City		Approximately 24 miles from the City	
Employer	Employees	Employer	Employees	Employer	Employees
Capital One Finance	5,979	Rockwall ISD	1,885	State Farm Insurance	8,000
Bank of America Home Loans	5,029	Texas Health Presbyterian Hospital	600	Blue Cross Blue Shield of Texas	3,100
DXC Technology	4,000	Texas Star Express	484	University of Texas at Dallas	2,674
Toyota Motor North America, Inc.	3,937	Wal-Mart Superstore	450	Richardson ISD	2,500
Eriasson	2,713	Rockwall County	315	RealPage	2,100
Liberty Mutual Insurance Company	2,700	City of Rockwall	280	Cisco	2,000
J.C. Penney Co., Inc.	2,420	Special Products	168	GEICO	1,900
NTT Data, Inc.	2,133	L-3 Communications	150	Raytheon	1,700
JP Morgan Chase	2,000	Home Depot	140	United Healthcare	1,700
PepsiCo	1,881	Bimbo Bakeries	134	Fujitsu Network	1,500



City of McKinney	
Approximately 25 miles from the City	
Employer	Employees
Raytheon Space & Airborne Systems	3,096
McKinney ISD	2,800
Torchmark	1,640
City of McKinney	1,369
Encore Wire	1,350
Collin College	852
Baylor	700
Medical City McKinney	670
Timber Blinds	350
Watson & Chalin	350

City of Dallas	
Approximately 32 miles from the City	
Employer	Employees
Dallas ISD	22,222
AT&T Inc.	17,000
Texas Instruments Inc.	12,901
City of Dallas	12,474
Southwest Airlines Co.	12,210
Medical City Dallas	12,104
The University of Texas SW Medical Center	11,900
Parkland Health System	10,361
Baylor Scott & White Health	7,045
Dallas County	6,500

Source: Municipal Advisory Council of Texas

APPENDIX B
FORM OF INDENTURE

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INDENTURE OF TRUST

By and Between

CITY OF LAVON, TEXAS

and

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee**

DATED AS OF NOVEMBER 1, 2024

SECURING

[\$11,833,000]

**CITY OF LAVON, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(ELEVON PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2A-2B PROJECT)**

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INDENTURE OF TRUST

THIS INDENTURE, dated as of November 1, 2024, is by and between the CITY OF LAVON, TEXAS (the “City”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, Dallas, Texas, 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, on or before September 20, 2021, a petition (the “*Petition*”) was submitted and filed with the City Secretary of the City (the “*City Secretary*”) pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “*Act*” or “*PID Act*”), requesting the creation of a public improvement district located within the extraterritorial jurisdiction of the City to be known as “Elevon Public Improvement District” (the “*District*”); and

WHEREAS, the Petition contained the signatures of the (i) owners of taxable real property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and (ii) record owners of real property liable for assessment by the District who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment by the District; or (B) own taxable real property that constitutes more than fifty percent of the area of all taxable real property that is liable for assessment by the District; and

WHEREAS, on September 21, 2021, the City Council of the City (the “*City Council*”) adopted Resolution No. 2021-09-08 accepting the Petition and calling a public hearing on the creation of the District on October 19, 2021; and

WHEREAS, after due notice, on October 19, 2021 the City Council opened, conducted and continued the public hearing, and on November 2, 2021 the City Council reopened, conducted and closed the 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, on November 2, 2021, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2021-11-07 adopted by the City Council (the “*Creation Resolution*”), authorized the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the adoption of the Creation Resolution; and

WHEREAS, the City, pursuant to Section 372.016(b) of the PID Act, published notice of a public hearing in a newspaper of general circulation in the City to consider the proposed “*Assessment Roll*” and the “*Service and Assessment Plan*” and the levy of the “*Assessments*” on property in the District; and

WHEREAS, the City, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Assessment Roll and the Service and Assessment Plan

and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened, conducted and closed the public hearing on September 3, 2024, 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 Service and Assessment Plan, the Assessment Roll, and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of Improvement Area #2A Project Costs and the Improvement Area #2B, 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, at the September 3, 2024, public hearing referenced above, there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of Improvement Area #2A Project Costs and Improvement Area #2B Project Costs, the Assessment Roll, or the levy of the Assessments; and

WHEREAS, the City Council closed the public hearing and, after considering all written and documentary evidence presented at the public hearing, including all written comments and statements filed with the City, at a meeting held on September 3, 2024, approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and adopted the Assessment Ordinance, which Assessment Ordinance approved the Assessment Roll and levied the Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue revenue bonds payable from the Assessments for the purpose of (i) paying the Improvement Area #2A Project Costs, (ii) paying the Improvement Area #2B Project Costs, (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 now desires to issue its revenue bonds, in accordance with the PID Act, such bonds to be entitled “City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2024 (Eleven Public Improvement District Improvement Area #2A-2B Project)” (the “*Bonds*”), such Bonds being payable solely from the Assessments and other funds pledged under this Indenture to the payment of the Bonds and for the purposes set forth in this preamble; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

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 Similarly Secured 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, as herein defined, including all moneys and investments held in the Pledged Funds, 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 of the foregoing property and proceeds from the investment of the foregoing property;

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 benefit of all present and future Owners of the Bonds Similarly Secured from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds Similarly Secured in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

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 the Bonds Similarly Secured at the times and in the manner stated in the Bonds Similarly Secured, 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;

IN ADDITION, the Bonds Similarly Secured are special obligations of the City payable solely from the Pledged Revenues, as and to the extent provided in this Indenture. The Bonds Similarly Secured 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 of the Bonds Similarly Secured shall never have the right to demand payment thereof out of any funds of the City other than the Pledged Revenues. The City shall have no legal or moral obligation to pay for the Bonds Similarly Secured out of any funds of the City other than the Pledged Revenues.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds Similarly Secured 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 has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds Similarly Secured as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. **Definitions.**

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

“*Account*”, in the singular, means any of the accounts established pursuant to Section 6.1 of this Indenture, and “*Accounts*”, in the plural, means, collectively, all of the accounts established pursuant to Section 6.1 of this Indenture.

“*Additional Interest*” means the 0.50% additional interest charged on the Assessments pursuant to Section 372.018 of the PID Act.

“*Administrative Fund*” means that Fund established by Section 6.1 and administered pursuant to Section 6.9.

“*Administrator*” means an employee or designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

“*Annual Collection Costs*” means the “Annual Collection Costs”, as defined in the Service and Assessment Plan, related specifically to Improvement Area #2A and Improvement Area #2B, including costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (i) the Administrator; (ii) City staff; (iii) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (iv) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (v) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (vi) paying and redeeming Bonds Similarly Secured; (vii) investing or depositing Assessments and Annual Installments; (viii) complying with the Service and Assessment Plan, this Indenture and the PID Act with respect to the Bonds Similarly Secured, including continuing disclosure requirements; and (ix) the paying agent/registrar and Trustee in connection with Bonds Similarly Secured, including their respective legal counsel. Annual Collection Costs do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds Similarly Secured. Annual Collection Costs collected and not expended for actual Annual Collection Costs shall be carried forward and applied to reduce Annual Collection Costs in subsequent years to avoid the over-collection of Annual Collection Costs.

“*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, collectively, the Improvement Area #2A Annual Installment and the Improvement Area #2B Annual Installment.

“Annual Service Plan Update” means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“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 of America, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

“Appraisal” means an independent appraisal of the Assessed Property provided by a MAI Appraiser acceptable to the City.

“Assessed Property” means, collectively, the Improvement Area #2A Assessed Property and the Improvement Area #2B Assessed Property.

“Assessment Ordinance” means the ordinance adopted by the City Council on September 3, 2024, as may be amended or supplemented, that levied the Assessments on the Assessed Property.

“Assessment Revenues” means the revenues received by the City from the collection of Assessments, including Prepayments, Annual Installments and Foreclosure Proceeds.

“Assessment Roll” means, collectively, the Improvement Area #2A Assessment Roll and the Improvement Area #2B Assessment Roll.

“Assessments” means, collectively, the Improvement Area #2A Assessments and the Improvement Area #2B Assessments.

“Attorney General” means the Attorney General of the State.

“Authorized Denomination” means, for the Bonds, \$100,000 and any integral multiple of \$1,000 in excess thereof. The City prohibits any Bond to be issued in a denomination of less than \$100,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than \$100,000, and any attempt to accomplish either of the foregoing shall be void and of no effect.

“Authorized Improvements” mean those improvements authorized by Section 372.003 of the PID Act for which Assessments are levied, including those described in the Service and Assessment Plan.

“Bond” means any of the Bonds.

“*Bond Counsel*” means McCall, Parkhurst & Horton L.L.P. 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 Fund*” means the Fund established pursuant to Section 6.1 and administered pursuant to Section 6.4 of this Indenture.

“*Bond Ordinance*” means the ordinance adopted by the City Council on October 15, 2024 authorizing the issuance of the Bonds pursuant to this Indenture.

“*Bond Pledged Revenue Account*” means the Account in the Pledged Revenue Fund established pursuant to Section 6.1 of 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.

“*Bonds*” means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled “City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2024 (Elevon Public Improvement District Improvement Area #2A-2B Project)”.

“*Bonds Similarly Secured*” means, collectively, any Outstanding Bonds and any Outstanding Refunding Bonds.

“*Business Day*” means any day other than a Saturday, Sunday or legal holiday in the State observed as such by the City or the Trustee or any national holiday observed by the Trustee.

“*Certificate for Payment*” means, with respect to payment or reimbursement of Improvement Area #2A Project Costs and the Improvement Area #2B Project Costs, a certificate substantially in the form of Exhibit B attached to the Construction, Funding and Acquisition Agreement and executed by a Person approved by the City Representative that is delivered to the City Representative and the Trustee specifying the amount of work performed and the Improvement Area #2A Project Costs or Improvement Area #2B Project Costs thereof, and requesting payment for such Improvement Area #2A Project Costs or the Improvement Area #2B Project Costs from money on deposit in the Improvement Area #2A Bond Improvement Account or the Improvement Area #2B Bond Improvement Account of the Project Fund as further described in the Construction, Funding and Acquisition Agreement and Section 6.5 of this Indenture.

“*City Certificate*” means a certificate signed by the City Representative and delivered to the Trustee.

“*City Order*” means written instructions by the City, executed by a City Representative.

“*City Representative*” means that official or agent of the City authorized by the City Council to undertake the action referenced herein.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

“Comptroller” means the Comptroller of Public Accounts of the State.

“Construction, Funding and Acquisition Agreement” means the Elevon Public Improvement District Improvement Area #2A-2B Projects Construction, Funding and Acquisition Agreement by and between the City and the Developer, dated November 1, 2024, as may be amended and/or supplemented from time to time, which provides, in part, for the construction and maintenance of the Improvement Area #2A Improvements and Improvement Area #2B Improvements, the issuance of bonds, the payment or reimbursement for costs of Improvement Area #2A Improvements and Improvement Area #2B Improvements and other matters related thereto.

“Costs of Issuance Account” means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

“Defeasance Securities” means Investment Securities now or hereafter authorized by applicable law for the investment of funds to defease public securities.

“Defeased Bond” shall have the meaning assigned to such term in Section 14.3(a) of this Indenture.

“Delinquency and Prepayment Reserve Account” means the reserve account administered by the City and segregated from other funds of the City and established by Section 6.1 of this Indenture.

“Delinquency and Prepayment Reserve Requirement” means an amount equal to 5.5% of the principal amount of the Outstanding Bonds Similarly Secured to be funded from Assessment Revenues deposited to the Pledged Revenue Fund.

“Delinquent Collection Costs” means, for a Parcel, interest, penalties and attorneys' fees that are authorized by the PID Act and by the Assessment Ordinance and that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent payments due under the Service and Assessment Plan, including costs and expenses related to the foreclosure of liens.

“Delivery Date” means November 13, 2024, which is the date of delivery of the Bonds to the initial purchaser or purchasers thereof against payment therefor.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office designated by the Paying Agent/Registrar, which shall initially be located in Dallas, Texas, 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.

“Developer” means MA Elevon 429, LLC, a Texas limited liability company, and any successor thereto.

“Development Agreement” means the Amended and Restated Elevon Development Agreement between the City, the Developer, Far East Lavon, LP, 78 Straddle, LP, East Lavon Partners, LP, World Land Developer, LP, Petro-Hunt, LLC, MA Land Holdings, LLC, and S2 Land Development, LLC, dated as of September 3, 2024, as may be amended from time to time.

“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.

“Foreclosure Proceeds” means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Property, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

“Fund”, in the singular, means any of the funds established pursuant to Section 6.1 of this Indenture, and *“Funds”*, in the plural, means, collectively, all of the funds established pursuant to Section 6.1 of this Indenture.

“Improvement Area” means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #2A and Improvement Area #2B.

“Improvement Area #2A” means that portion of the District generally described in Section II of the Service and Assessment Plan and depicted in Exhibit A-5 to the Service and Assessment Plan and as specifically described in Exhibit N-6 to the Service and Assessment Plan and Exhibit A to this Indenture.

“Improvement Area #2A Annual Installment” means, with respect to each Improvement Area #2A Assessed Property, each annual payment of: (i) the principal of and interest on the Improvement Area #2A Assessments as shown on the Improvement Area #2A Assessment Roll or in an Annual Service Plan Update, and as shown in Exhibit H-2 to the Service and Assessment Plan, and calculated as provided in Section VI of the Service and Assessment Plan, (ii) Annual Collection Costs and (iii) the Additional Interest.

“Improvement Area #2A Assessed Property” means the property located in Improvement Area #2A that benefits from the Improvement Area #2A Improvements, and is defined as the “Improvement Area #2A Assessed Property” in the Service and Assessment Plan.

“Improvement Area #2A Assessment Roll” means the “Improvement Area #2A Assessment Roll”, which document is attached to the Service and Assessment Plan as Exhibit H-1, as updated, modified or amended from time to time.

“Improvement Area #2A Assessments” means the aggregate assessments levied against Improvement Area #2A Assessed Property based on the special benefit conferred on such Parcels by the Improvement Area #2A Improvements. The singular of such term means the

assessment levied against an Improvement Area #2A Parcel as shown on the Improvement Area #2A Assessment Roll.

“Improvement Area #2A Bond Improvement Account” means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

“Improvement Area #2A Improvements” means the Authorized Improvements which only benefit property located in the Improvement Area #2A and are described in Section III.D., shown on Exhibit B-3 and depicted on Exhibit K-3 to the Service and Assessment Plan.

“Improvement Area #2A Project Costs” means the Actual Costs, as defined in the Service and Assessment Plan (excluding Annual Collection Costs), solely for the Improvement Area #2A Improvements.

“Improvement Area #2B” means that portion of the District generally described in Section II of the Service and Assessment Plan and depicted in Exhibit A-6 to the Service and Assessment Plan and as specifically described in Exhibit N-7 to the Service and Assessment Plan and Exhibit B to this Indenture.

“Improvement Area #2B Annual Installment” means, with respect to each Improvement Area #2B Assessed Property, each annual payment of: (i) the principal of and interest on the Improvement Area #2B Assessments as shown on the Improvement Area #2B Assessment Roll or in an Annual Service Plan Update, and as shown in Exhibit I-2 to the Service and Assessment Plan, and calculated as provided in Section VI of the Service and Assessment Plan, (ii) Annual Collection Costs and (iii) the Additional Interest.

“Improvement Area #2B Assessed Property” means the property located in Improvement Area #2B that benefits from the Improvement Area #2B Projects, and is defined as the “Improvement Area #2B Assessed Property” in the Service and Assessment Plan.

“Improvement Area #2B Assessment Roll” means the “Improvement Area #2B Assessment Roll”, which document is attached to the Service and Assessment Plan as Exhibit I-1, as updated, modified or amended from time to time.

“Improvement Area #2B Assessments” means the aggregate assessments levied against Improvement Area #2B Assessed Property based on the special benefit conferred on such Parcels by the Improvement Area #2B Projects. The singular of such term means the assessment levied against an Improvement Area #2B Parcel as shown on the Improvement Area #2B Assessment Roll.

“Improvement Area #2B Bond Improvement Account” means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

“Improvement Area #2B Improvements” means the Authorized Improvements which only benefit property located in the Improvement Area #2B and are described in Section III.E., shown on Exhibit B-3 and depicted on Exhibit K-3 to the Service and Assessment Plan.

“Improvement Area #2B Project Costs” means the Actual Costs, as defined in the Service and Assessment Plan (excluding Annual Collection Costs), solely for the Improvement Area #2A Improvements.

“Indenture” means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more Supplemental Indentures.

“Independent Financial Consultant” means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds Similarly Secured; (ii) is in fact independent and not under the domination 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, but who may be regularly retained to make reports to the City.

“Initial Bonds” means the Initial Bonds authorized by Section 5.2 of this Indenture.

“Interest Payment Date” means the date or dates upon which interest on the Bonds Similarly Secured is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 15 and September 15 of each year, commencing March 15, 2025.

“Investment Securities” means those authorized investments described in the Public Funds Investment Act, Chapter 2256, Government Code, as amended, which investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

“MAI Appraiser” means a licensed appraiser with a Member, Appraisal Institute designation by the Appraisal Institute, an international membership association of professional real estate appraisers, or its successor.

“Maximum Annual Debt Service” means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds Similarly Secured.

“Outstanding” means, as of any particular date when used with reference to Bonds Similarly Secured, all Bonds Similarly Secured authenticated and delivered under this Indenture except (i) any Bond Similarly Secured that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond Similarly Secured for which the payment of the principal or Redemption Price of and interest on such Bond Similarly Secured shall have been made as provided in Article IV, (iii) any Bond Similarly Secured in lieu of or in substitution for which a new Bond Similarly Secured shall have been authenticated and delivered pursuant to Section 3.10 and (iv) Bond Similarly Secured alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Indenture.

“Owner” means the Person who is the registered owner of a Bond, Bonds or Bonds Similarly Secured, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so

long as the Bonds and Bonds Similarly Secured are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11.

“Parcel” or “Parcels” means a parcel or parcels within the District identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Collin County.

“Paying Agent/Registrar” means initially the Trustee, or any successor thereto as provided in this Indenture.

“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 Texas Local Government Code, Chapter 372, as amended.

“Pledged Funds” means, collectively, the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund and the Redemption Fund.

“Pledged Revenue Fund” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.3 of this Indenture.

“Pledged Revenues” means, collectively, the (i) Assessment Revenues (excluding the portion of the Assessments and Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan), (ii) the moneys held in any of the Pledged Funds and (iii) any additional revenues that the City may pledge to the payment of the Bonds Similarly Secured.

“Prepayment” means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

“Principal and Interest Account” means the Account in the Bond Fund established pursuant to Section 6.1 of this Indenture.

“Project Fund” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.5.

“Purchaser” means the initial purchaser of the Bonds.

“Rebatable Arbitrage” means rebatable arbitrage as defined in Section 1.148-3 of the Treasury Regulations.

“Rebate Fund” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.8.

“Record Date” means the close of business on the last Business Day of the month next preceding an Interest Payment Date.

“Redemption Fund” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.6.

“Redemption Price” means, (i) when used with respect to any Bond or portion thereof, the principal amount of such Bond or such portion thereof plus the applicable premium, if any, plus accrued and unpaid interest on such Bond to the date fixed for redemption payable upon redemption thereof pursuant to this Indenture, and (ii) when used with respect to any Refunding Bond, the redemption price set forth in a Supplemental Indenture.

“Refunding Bonds” means bonds issued to refund all or any portion of the Outstanding Bonds Similarly Secured that are payable from and secured by a parity lien on the Pledged Revenues, and such Refunding Bonds and any Bonds Similarly Secured that remain Outstanding following the issuance of such Refunding Bonds shall be equally and ratably secured by a parity lien on the Pledged Revenues in all respects, all as more specifically described in the Supplemental Indenture authorizing such Refunding Bonds.

“Register” means the register specified in Article III of this Indenture.

“Reserve Account” means the Account in the Reserve Fund established pursuant to Section 6.1 of this Indenture.

“Reserve Fund” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.7.

“Reserve Fund Obligations” means cash or Investment Securities.

“Reserve Account Requirement” means the least of: (i) Maximum Annual Debt Service on the Bonds Similarly Secured as of the date of issuance, (ii) 125% of average Annual Debt Service on the Bonds Similarly Secured as of the date of issuance, and (iii) 10% of the proceeds of the Bonds Similarly Secured; provided, however, that such amount shall be reduced by the amount of any transfers made pursuant to Section 6.7(c); and provided further that as a result of (1) a mandatory sinking fund redemption pursuant to Section 4.2, (2) an optional redemption pursuant to Section 4.3 or (3) an extraordinary optional redemption pursuant to Section 4.4, the Reserve Account Requirement shall be reduced by a percentage equal to the pro rata principal amount of Bonds Similarly Secured redeemed by such redemption divided by the total principal amount of the Outstanding Bonds Similarly Secured prior to such redemption. As of the Delivery Date, the Reserve Account Requirement is \$[_____] which is an amount equal to the Reserve Account Requirement defined above.

“Service and Assessment Plan” means the document, including the Assessment Roll, which is attached as Exhibit A to the Assessment Ordinance, as may be updated, amended and supplemented from time to time.

“*Sinking Fund Installment*” means the amount of money to redeem or pay at maturity the principal of a Stated Maturity of Bonds payable from such installments at the times and in the amounts provided in Section 4.2, or a Stated Maturity of Refunding Bonds payable from such installments at the times and in the amounts provided in a Supplemental Indenture.

“*Special Record Date*” has the meaning set forth in in the form of Bond included in Section 5.2 hereof.

“*State*” means the State of Texas.

“*Stated Maturity*” means the date the Bonds Similarly Secured, or any portion of the Bonds Similarly Secured, as applicable, are scheduled to mature without regard to any redemption or Prepayment.

“*Supplemental Indenture*” means an indenture which has been duly executed by the Trustee and a City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

“*Treasury Regulations*” shall have the meaning assigned to such term in Section 7.5(c).

“*Trust Estate*” means the Trust Estate described in the granting clauses of this Indenture, and the Trust Estate shall only include Pledged Revenues related to Assessments levied on Assessed Property within Improvement Area #2A for the Improvement Area #2A Improvements and within Improvement Area #2B for the Improvement Area #2B Improvements, unless the City pledges additional revenues to the payment of the Bonds Similarly Secured, which additional pledge may only be created in a Supplemental Indenture.

“*Trustee*” means Wilmington Trust, National Association, Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds Similarly Secured.

“*Value of Investment Securities*” means the amortized value of any Investment Securities, provided, however, that all United States of America, United States Treasury Obligations – State and Local Government Series shall be valued at par and those obligations which are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable. The computations shall include accrued interest on the investment securities paid as a part of the purchase price thereof and not collected. For the purposes of this definition “amortized value,” when used with respect to a security purchased at par means the purchase price of such security and when used with respect to a security purchased at a premium above or discount below par, means as of any subsequent date of valuation, the value obtained by dividing the total premium or discount by the number of interest payment dates remaining to maturity on any such security after such purchase and by multiplying the amount as calculated by the number of interest payment dates having passed since the date of purchase and (i) in the case of a security purchased at a premium, by deducting the product thus obtained from the purchase price, and (ii) in the case of a security purchased at a discount, by adding the product thus obtained to the purchase price.

Section 1.2. **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 1.3. **Table of Contents, 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 1.4. **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 individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or 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

THE BONDS

Section 2.1. Security for the Bonds Similarly Secured.

(a) The Bonds Similarly Secured, as to principal, interest and redemption premium, if any, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

(b) The lien on and pledge of the Pledged Revenues shall be valid and binding and fully perfected from and after the Delivery Date, which is the date of the delivery of this Indenture, without physical delivery or transfer of control of the Pledged Revenues, the filing of this Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds Similarly Secured and the pledge of the Pledged Revenues granted by the City under this Indenture, and such pledge is therefore valid,

effective and perfected. If State law is amended at any time while the Bonds Similarly Secured are Outstanding such that the pledge of the Pledged Revenues granted by the City under this Indenture is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the registered owners of the Bonds Similarly Secured 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, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds Similarly Secured are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues; and the Bonds Similarly Secured 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.

Section 2.3. 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 that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful and/or convenient in order to better secure the Bonds Similarly Secured and is a contract or agreement necessary, useful and/or convenient to carry out and effectuate the purposes herein described.

Section 2.4. 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 Similarly Secured and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds Similarly Secured 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 Owner, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly the PID Act. The Bonds shall be issued in the aggregate principal amount of \$[11,833,000] for the purpose of (i) paying a portion of the Improvement Area #2A Project Costs, (ii) paying a portion of the Improvement Area #2B Project Costs, (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.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated the Delivery Date and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Delivery Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below, or on a date of earlier redemption, or otherwise provided for. Such interest shall be payable semiannually on March 15 and September 15 of each year, commencing March 15, 2025, computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 15 in the years and in the principal amounts and shall bear interest at the rates set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
	\$	%

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Section 5.2.

Section 3.3. Conditions Precedent to Delivery of Bonds.

The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

- (a) a certified copy of the Assessment Ordinance;
- (b) a certified copy of the Bond Ordinance;
- (c) a copy of the executed Construction, Funding and Acquisition Agreement with all executed amendments thereto;
- (d) a copy of this Indenture executed by the Trustee and the City;
- (e) an executed City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee;
- (f) an executed Signature and No-Litigation Certificate;
- (g) an executed opinion of Bond Counsel; and
- (h) the approving opinion of the Attorney General of the State and the State Comptroller's registration certificate.

Section 3.4. Medium, Method and Place of Payment.

- (a) Principal of and interest on the Bonds Similarly Secured shall be paid in lawful money of the United States of America, as provided in this Section.
- (b) Interest on the Bonds Similarly Secured shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date or Special Record Date, as applicable.
- (c) Interest on the Bonds Similarly Secured 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 the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds Similarly Secured shall be 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, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds Similarly Secured 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 (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds Similarly Secured thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds Similarly Secured, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds Similarly Secured for any further payment of such unclaimed moneys or on account of any such Bonds Similarly Secured, subject to any applicable escheat law or similar law of the State.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon such facsimile 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 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 herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered on the Delivery Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the 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 the Delivery Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

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

(b) All payments made to the Owner of any Bond Similarly Secured shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond Similarly Secured to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond Similarly Secured 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 Similarly Secured in accordance with this Indenture. The 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.

(b) A Bond Similarly Secured 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 Similarly Secured shall be effective until entered in the Register.

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

(d) The Trustee is hereby authorized to authenticate and deliver Bonds Similarly Secured transferred or exchanged in accordance with this Section. A new Bond Similarly

Secured or Bonds Similarly Secured will be delivered by the Paying Agent/Registrar, in lieu of the Bond Similarly Secured 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 Similarly Secured 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 Similarly Secured or Bonds Similarly Secured in lieu of which such transferred Bond Similarly Secured is delivered.

(e) Each exchange Bond Similarly Secured 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 Similarly Secured or Bonds Similarly Secured in lieu of which such exchange Bond Similarly Secured is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds Similarly Secured. The Paying Agent/Registrar, however, may 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 Similarly Secured.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond Similarly Secured or portion thereof called for redemption prior to maturity within forty-five (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 Similarly Secured.

Section 3.8. Cancellation.

All Bonds Similarly Secured paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds Similarly Secured in lieu of which exchange Bonds Similarly Secured or replacement Bonds Similarly Secured 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. Whenever in this Indenture provision is made for the cancellation by the Trustee of any Bonds Similarly Secured, the Trustee shall dispose of cancelled Bonds Similarly Secured in accordance with its record retention policies.

Section 3.9. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any 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 the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, 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 3.10. **Replacement Bonds.**

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond Similarly Secured, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond Similarly Secured of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond Similarly Secured 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 Similarly Secured is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Bond Similarly Secured has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond Similarly Secured of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

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

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) 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 and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond Similarly Secured if a bona fide purchaser of the original Bond Similarly Secured in lieu of which such replacement Bond Similarly Secured was issued presents for payment such original Bond Similarly Secured the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond Similarly Secured 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, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond Similarly Secured has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond Similarly Secured may pay such Bond Similarly Secured if it has become due and payable or may pay such Bond Similarly Secured when it becomes due and payable.

(e) Each replacement Bond Similarly Secured 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 Similarly Secured or Bonds Similarly Secured in lieu of which such replacement Bond Similarly Secured is delivered.

Section 3.11. Book-Entry-Only System.

(a) The Bonds shall 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 blanket letter of representations from the City to DTC. On the Delivery Date, the definitive 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.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar 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 the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar 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 the 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 the 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, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, 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, premium, if any, and interest on the 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 Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. 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 in this Indenture with respect to interest checks or

drafts being mailed to the registered owner at the close of business on the Record Date or Special Record Date, as applicable, the word “Cede & Co.” in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the blanket letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) 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 to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the 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 Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, 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 blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds maturing on September 15 in each of the years 20[___], 20[___], 20[___] and 20[___] (collectively, the “*Term Bonds*”), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective sinking fund installments as set forth in the following schedule:

Term Bonds maturing September 15, 20[___]

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]*	

Term Bonds maturing September 15, 20[___]

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]*	

Term Bonds maturing September 15, 20[___]

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]*	

Term Bonds maturing September 15, 20[___]

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]*	

* Stated Maturity.

(b) At least thirty (30) days prior to each mandatory sinking fund redemption date, the Trustee shall select by lot a principal amount of Bonds of such maturity equal to the Sinking

Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 30 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least 30 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption provisions in Section 4.3 hereof or the extraordinary optional redemption provisions in Section 4.4 hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

The City reserves the right and option to redeem Bonds before their scheduled maturity date, in whole or in part, on any date on or after September 15, 20[___], such redemption date or dates to be fixed by the City, at the redemption price of 100% of the principal amount thereof, plus accrued interest to the date of redemption.

Section 4.4. Extraordinary Optional Redemption.

The City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on the fifteenth day of any month, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption, from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in Sections 6.7(a) and 6.7(c)) or any other transfers to the Redemption Fund under the terms of this Indenture.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to either Sections 4.3 or 4.4, the particular maturity of Bonds or portions of a maturity of Bonds to be redeemed shall be selected and designated by the City in its sole discretion. If less than all of the Bonds of a maturity are to be redeemed pursuant to either Sections 4.2, 4.3 or 4.4, Bonds shall be redeemed in increments of \$1,000 by any method selected by the Trustee that results in a random selection, provided that no redemption shall cause the principal amount of any Bond to be less than the minimum Authorized Denomination for such Bond. Notwithstanding the foregoing, if any Bonds are to be partially redeemed and such redemption results in the redemption of a portion of a single Bond in an amount less than the Authorized Denomination in effect at that time, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the minimum Authorized Denomination for such Bond.

(b) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) 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 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 Outstanding are to be redeemed, and subject to Section 4.5, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

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

(d) With respect to any optional redemption of the Bonds, 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 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.

(e) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee 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 Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount 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 corporate trust office of the Trustee 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 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, 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 BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, 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 Bonds, as evidenced by their execution thereof.

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

(c) The definitive 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 Bonds, as evidenced by their execution thereof.

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

Section 5.2. **Form of the Bonds.**

(a) Form of Bond.

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

REGISTERED
NO. _____

United States of America
State of Texas

REGISTERED
\$_____

CITY OF LAVON, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2024
(ELEVON PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2A-2B PROJECT)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DELIVERY DATE</u>	<u>CUSIP NUMBER</u>
_____%	September 15, 20__	November [13], 2024	_____

The City of Lavon, Texas (the “City”), for value received, hereby promises to pay, solely from the Trust Estate, to

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

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 Delivery Date, as specified above, or the most recent Interest Payment Date 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 15 and September 15 of each year, commencing March 15, 2025.

Capitalized terms appearing herein that are defined terms in the Indenture (defined below) 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

Wilmington Trust, National Association, as trustee and paying agent/registrar (the “*Trustee*”), 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 last Business 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, and for 30 days 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 (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 books of the Trustee 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 city 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 having the designation specified in its title (herein referred to as the “Bonds”), dated as of the Delivery Date and issued in the aggregate principal amount of \$[11,833,000] and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of November 1, 2024 (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 Bonds, the Trustee, and the City, and the terms upon which the 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 Bonds are being issued for the purpose of (i) paying a portion of the Improvement Area #2A Project Costs, (ii) paying a portion of the Improvement Area #2B Project Costs, (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.

The Bonds are limited obligations of the City payable solely from the Trust Estate. 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.

IN THE INDENTURE, THE CITY HAS RESERVED THE RIGHT to issue Refunding Bonds payable from and secured by a lien on and pledge of the sources described above on a parity with this Bond.

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 Bonds are issuable as fully registered bonds only in denominations of \$100,000 and any multiple of \$1,000 in excess thereof (“*Authorized Denominations*”). Except to the extent permitted by the Indenture, the City prohibits the breaking up or allocation of CUSIP numbers to any Bond or Bonds in denominations of less than \$100,000, and any attempt to do so will be void and of no effect.

The Bonds maturing on September 15 in the years 20[__], 20[__], 20[__]and 20[__] (collectively, “*Term Bonds*”), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a redemption price equal to the principal amount thereof plus accrued and unpaid 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 VI of the Indenture, on the dates and in the respective sinking fund installments as set forth in the following schedule:

Term Bonds maturing September 15, 20[__]

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20[__]	
September 15, 20[__]	
September 15, 20[__]	
September 15, 20[__]	
September 15, 20[__]*	

Term Bonds maturing September 15, 20[__]

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20[__]	
September 15, 20[__]	
September 15, 20[__]	
September 15, 20[__]	
September 15, 20[__]*	

Term Bonds maturing September 15, 20[__]

	<u>Sinking Fund Installment</u>
September 15, 20[__]	
September 15, 20[__]	
September 15, 20[__]	
September 15, 20[__]	
September 15, 20[__]	
September 15, 20[__]	

September 15, 20[___]
September 15, 20[___]
September 15, 20[___]
September 15, 20[___]
September 15, 20[___]*

Term Bonds maturing September 15, 20[___]

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]	
September 15, 20[___]*	

* Stated Maturity.

At least thirty (30) days prior to each sinking fund redemption date, the Trustee shall select for redemption by lot a principal amount of Bonds of such maturity equal to the sinking fund installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 of the Indenture.

The principal amount of 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 Bonds of such maturity which, at least 30 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 Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least 30 days prior to the sinking fund redemption 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.

The City reserves the right and option to redeem Bonds before their scheduled maturity date, in whole or in part, on any date on or after September 15, 20[___], such redemption date or dates to be fixed by the City, at the redemption price of 100% of the principal amount thereof, plus accrued interest to the date of redemption.

The Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on the fifteenth day of any month, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for

redemption from amounts on deposit in the Redemption Fund as a result of Prepayments or any other transfers to the Redemption Fund under the terms of the Indenture.

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 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 Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. 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 optional redemption or extraordinary optional redemption described in the Indenture by written notice to the Trustee 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 Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

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 holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the 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 holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor 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 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 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.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, COLLIN COUNTY, TEXAS, OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE 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 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 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.

City Secretary

Mayor

[CITY SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
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 a certificate 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 _____.

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.

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
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 and address, including 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 register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

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) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this section, except for the following alterations:

(i) immediately under the name of the 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;

(ii) in the first paragraph of the Bond, the words “on the Maturity Date, as specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted: “on September 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates”</u>
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(Information to be inserted from Section 3.2(b)); and

(iii) the Initial Bond shall be numbered T-1.

Section 5.3. **CUSIP Registration.**

The City may secure identification numbers through CUSIP Global Services, managed by S&P Global Markets Intelligence on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and none of the City, the attorneys approving said Bonds as to legality or the Trustee are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. Except as authorized under Section 4.5 hereof, the City prohibits any Bond to be issued in a denomination of less than \$100,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than \$100,000, and any attempt to accomplish either of the foregoing shall be void and of no effect. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Bondholders and that neither the City nor the Trustee shall be liable for any inaccuracies in such numbers.

Section 5.4. **Legal Opinion.**

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

ARTICLE VI
FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

- (i) Pledged Revenue Fund;
- (ii) Bond Fund;
- (iii) Project Fund;
- (iv) Reserve Fund;
- (v) Redemption Fund;
- (vi) Rebate Fund; and
- (vii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Bond Fund:

- (A) Principal and Interest Account.

(ii) The following Accounts are hereby created and established under the Reserve Fund:

- (A) Reserve Account; and
- (B) Delinquency and Prepayment Reserve Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

- (A) Improvement Area #2A Bond Improvement Account;
- (B) Improvement Area #2B Bond Improvement Account; and
- (C) Costs of Issuance Account.

(iv) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds Similarly Secured. Amounts on deposit in the Funds and Accounts shall be used solely for the purposes set forth herein.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

- (i) to the Reserve Account of the Reserve Fund: \$[_____], which is equal to the initial Reserve Account Requirement;
- (ii) to the Costs of Issuance Account of the Project Fund: \$[_____];
- (iii) to the Improvement Area #2A Bond Improvement Account of the Project Fund: \$[_____];
- (iv) to the Improvement Area #2B Bond Improvement Account of the Project Fund: \$[_____]; and
- (v) to the Administrative Fund: \$[_____].

Section 6.3. Pledged Revenue Fund.

(a) Periodically upon receipt thereof, the City shall transfer to the Trustee for deposit to the Pledged Revenue Fund the Assessments and Annual Installments, other than the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, which shall be deposited to the Administrative Fund in accordance with Section 6.9 hereof. Following such deposit to the Pledged Revenue Fund, the City shall transfer or cause to be transferred the following amounts from the Pledged Revenue Fund to the following Accounts: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund, an amount sufficient to pay debt service on the Bonds Similarly Secured next coming due, taking into account any amounts then on deposit in such Principal and Interest Account, and (ii) second, if necessary, to the Reserve Account of the Reserve Fund, an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement. Notwithstanding the foregoing, the Additional Interest shall only be utilized for the purposes set forth in Section 6.7 hereof and, immediately following the initial deposit to the Pledged Revenue

Fund, prior to any other transfers or deposits being made under this Section 6.3(a), if the Delinquency and Prepayment Reserve Account of the Reserve Fund does not contain the Delinquency and Prepayment Reserve Requirement and Additional Interest is collected, then all such Additional Interest will be transferred into the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement is met. In addition, in the event the City owes Rebataable Arbitrage to the United States Government pursuant to Section 6.8 hereof, the City shall provide a City Order to the Trustee to transfer to the Rebate Fund, prior to any other transfer under this Section 6.3(a), the full amount of Rebataable Arbitrage owed by the City, as further described in Section 6.10(f) hereof. If any funds remain on deposit in the Pledged Revenue Fund after the foregoing deposits are made, the City shall have the option, in its sole and absolute discretion, to use such excess funds for any one or more of the following purposes: (i) pay other costs of the Improvement Area #2A Improvements, (ii) pay other costs of the Improvement Area #2B Improvements, (iii) pay other costs permitted by the PID Act, or (iv) deposit such excess into the Redemption Fund to redeem Bonds Similarly Secured as provided in Article IV or in a Supplemental Indenture. Along with each transfer to the Trustee, the City shall provide a certificate as to the funds, accounts and payments into which the amounts are to be deposited or paid.

(b) From time to time as needed to pay the obligations relating to the Bonds Similarly Secured, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds Similarly Secured on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured.

(d) The Trustee shall transfer Prepayments to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 or Refunding Bonds pursuant to a Supplemental Indenture promptly after deposit of such amounts into the Pledged Revenue Fund.

(e) Promptly after the deposit of Foreclosure Proceeds into the Pledged Revenue Fund, the Trustee shall transfer such Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Reserve Fund made with respect to the particular Assessed Property to which the Foreclosure Proceeds relate, and second, to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 or Refunding Bonds pursuant to a Supplemental Indenture.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds Similarly Secured and to fund any deficiency that may exist in the Reserve Fund, the Trustee shall transfer any Pledged Revenues remaining in the Pledged Revenue Fund for the purposes set forth in Section 6.3(a) hereof, as directed by the City in a City Certificate.

Section 6.4. **Bond Fund.**

(a) 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 Installments) and interest then due and payable on the Bonds Similarly Secured.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency pursuant to Section 6.7(f). Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) The City may, in its discretion, deposit moneys into the Principal and Interest Account at any time from any source other than Assessments and Annual Installments, and upon such deposit, such moneys shall be part of the Trust Estate.

Section 6.5. **Project Fund.**

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1. Except as provided in Sections 6.5(c) and (e), money on deposit in the Improvement Area #2A Bond Improvement Account of the Project Fund shall only be used to pay Improvement Area #2A Project Costs, and money on deposit in the Improvement Area #2B Bond Improvement Account of the Project Fund shall only be used to pay Improvement Area #2B Project Costs.

(b) (1) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates.

(2) Disbursements from the Improvement Area #2A Bond Improvement Account and the Improvement Area #2B Bond Improvement Account of the Project Fund to pay Improvement Area #2A Project Costs and Improvement Area #2B Project Costs shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certificate for Payment. The funds from the Improvement Area #2A Bond Improvement Account and Improvement Area #2B Bond Improvement Account of the Project Fund shall be disbursed in accordance with a Certificate for Payment for Improvement Area #2A Project Costs or Improvement Area #2B Project Costs as described in the Construction, Funding and Acquisition Agreement. Each such Certificate for Payment shall include a list of the payees and the payments to be made to such payees as well as a statement that all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such Certificate for Payment or in the invoices submitted therewith and the Trustee may rely on such payment instructions with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the payment instructions contained therein.

(c) (1) If the City Representative determines in his or her sole discretion that certain amounts then on deposit in the Improvement Area #2A Bond Improvement Account are not expected to be expended for purposes of the Project Fund due to the abandonment, or constructive abandonment, of one or more of the Improvement Area #2A Improvements such

that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement Area #2A Bond Improvement Account will ever be expended for the purposes of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Area #2A Bond Improvement Account that are not expected to be used for purposes of the Project Fund. If such City Certificate is so filed, the identified amounts on deposit in the Improvement Area #2A Bond Improvement Account shall be transferred to the Bond Fund or to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 as directed by the City Representative in a City Certificate filed with the Trustee.

(2) If the City Representative determines in his or her sole discretion that certain amounts then on deposit in the Improvement Area #2B Bond Improvement Account are not expected to be expended for purposes of the Project Fund due to the abandonment, or constructive abandonment, of one or more of the Improvement Area #2B Improvements such that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement Area #2B Bond Improvement Account will ever be expended for the purposes of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Area #2B Bond Improvement Account that are not expected to be used for purposes of the Project Fund. If such City Certificate is so filed, the identified amounts on deposit in the Improvement Area #2B Bond Improvement Account shall be transferred to the Bond Fund or to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 as directed by the City Representative in a City Certificate filed with the Trustee.

(d) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(e) (1) Upon the filing of a City Certificate stating that all Improvement Area #2A Improvements have been completed and that all Improvement Area #2A Project Costs have been paid, or that any Improvement Area #2A Project Costs are not required to be paid from the Project Fund pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining within the Improvement Area #2A Bond Improvement Account of the Project Fund to the Bond Fund or to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 as directed by the City Representative in a City Certificate filed with the Trustee. Upon such transfer, the Improvement Area #2A Bond Improvement Account of the Project Fund shall be closed.

(2) Upon the filing of a City Certificate stating that all Improvement Area #2B Improvements have been completed and that all Improvement Area #2B Project Costs have been paid, or that any Improvement Area #2B Project Costs are not required to be paid from the Project Fund pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining within the Improvement Area #2B Bond Improvement Account of the Project Fund to the Bond Fund or to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 as directed by the City Representative in a City Certificate filed with the Trustee. Upon such transfer, the Improvement Area #2A Bond Improvement Account of the Project Fund shall be closed.

(g) Upon a determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred, in the same proportionate amounts as the proportionate amounts of Bond proceeds

deposited to the Improvement Area #2A Bond Improvement Account and the Improvement Area #2B Bond Improvement Account on the Date of Delivery of the Bonds, to the Improvement Area #2A Bond Improvement Account of the Project Fund and used to pay Improvement Area #2A Project Costs and to the Improvement Area #2B Bond Improvement Account of the Project Fund and used to pay Improvement Area #2B Project Costs, or, if no Improvement Area #2A Improvement Project Costs or Improvement Area #2B Project Costs remain to be funded, to the Principal and Interest Account and used to pay interest on the Bonds, as directed in a City Order filed with the Trustee, and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

The Trustee shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4 and to redeem Refunding Bonds as provided in a Supplemental Indenture. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV and Refunding Bonds as provided in a Supplemental Indenture.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds Similarly Secured to accumulate and, when accumulated, maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture. The Trustee will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Delinquency and Prepayment Reserve Account on March 15 of each year, commencing March 15, 2023, an amount equal to the Additional Interest into the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement has been accumulated in the Delinquency and Prepayment Reserve Account; provided, however, that at any time the amount on deposit in the Delinquency and Prepayment Reserve Account is less than Delinquency and Prepayment Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement has accumulated in the Delinquency and Prepayment Reserve Account. In calculating the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Assessment Roll in the Service and Assessment Plan unless and until it receives a City Order directing that a different amount be used. Whenever a transfer is made from the Reserve Account to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds. The Additional Interest shall continue to be collected and deposited pursuant to this Section 6.7 until the Bonds Similarly Secured are no longer Outstanding, but only in the event the Delinquency and Prepayment Reserve Account is less than Delinquency and Prepayment Reserve Requirement.

(b) Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(c) In the event of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment pursuant to Section 4.4 or Refunding Bonds pursuant to a Supplemental Indenture, the Trustee, pursuant to prior written directions from the City, shall transfer from the Reserve Account of the Reserve Fund to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds Similarly Secured to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds Similarly Secured to the date fixed for redemption of the Bonds Similarly Secured to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

(d) Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds Similarly Secured on the next Interest Payment Date in accordance with Section 6.4, unless within thirty days of such notice to the City Representative, the Trustee receives a City Order instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds Similarly Secured, (iii) to the Improvement Area #2A Bond Improvement Account of the Project Fund to pay Improvement Area #2A Project Costs if such application and the expenditure of funds is expected to occur within three years of the date hereof, (iv) to the Improvement Area #2B Bond Improvement Account of the Project Fund to pay Improvement Area #2B Project Costs if such application and the expenditure of funds is expected to occur within three years of the date hereof, or (v) to the Redemption Fund to be applied to the redemption of Bonds.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amounts on deposit in the Delinquency and Prepayment Reserve Account exceed the Delinquency and Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and such excess shall be transferred, at the direction of the City pursuant to a City Order, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 or Refunding Bonds pursuant to a Supplemental Indenture. In the event that the Trustee does not receive a City Order directing the transfer of such excess to the Administrative Fund within 45 days of providing notice to the City of such excess, the Trustee shall transfer such excess to the Redemption Fund to redeem Bonds pursuant to Section 4.4 hereof or Refunding Bonds pursuant to a Supplemental Indenture and provide the City with written notification of the transfer. The Trustee shall incur no liability for the accuracy or validity of the transfer so long as the Trustee made such transfer in full compliance with this Section.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first from the Delinquency and Prepayment Reserve Account of the Reserve Fund and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and the Delinquency and Prepayment Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds Similarly Secured.

(h) If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

(i) If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount and of all Outstanding Bonds Similarly Secured on the next date the Bonds Similarly Secured may be optionally redeemed by the City at a redemption price of par, together with the unpaid interest accrued on such Bonds Similarly Secured as of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds Similarly Secured on such date.

Section 6.8. Rebate Fund: Rebatable Arbitrage.

(a) The Rebate Fund is to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government in accordance with the Code. The Rebate Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

(b) In order to assure that Rebatable Arbitrage is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the City's federal tax certificate for the Bonds or Refunding Bonds, as further set forth in written directions from the City to the Trustee. The Trustee may conclusively rely on such written instructions as set forth in this Section and shall not be responsible for any loss or liability resulting from the investment of funds under this Section, but only so long as the Trustee follows such written instructions in all respects.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and shall not be liable or responsible if it follows the written instructions of the City and shall not be required to take any action under this Section in the absence of instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the amount of the Rebatable Arbitrage, the City may direct the Trustee, pursuant to a City Order, to transfer the amount in excess of the Rebatable Arbitrage to the Bond Fund.

Section 6.9. Administrative Fund.

(a) Periodically upon receipt thereof, the City shall deposit or cause to be deposited to the Administrative Fund the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan.

(b) Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Order solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual Collection Costs and Delinquent Collection Costs. The Administrative Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account, other than the Reserve Fund, shall be invested by the Trustee in Investment Securities as directed by the City pursuant to a City Order filed with the Trustee; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Fund shall be invested in such Investment Securities as directed by the City pursuant to a City Order filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days. Each such City Order shall be a certification, upon which the Trustee may conclusively rely without investigation or inquiry, that the investment directed therein constitutes an Investment Security and that such investments meet the maturity and average weighted maturity requirements set forth in the preceding sentence. Such investments shall be valued each year in terms of the Value of Investment Securities as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in the Funds and Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default under 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 the Wilmington U.S. Government Money Market Fund – Institutional Share Class, CUSIP No. 97181C605, but only so long as such fund is an authorized investment and permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, and only so long as such investment constitutes Investment Securities and the money required to be expended from any Fund will be available at the proper time or times.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall not incur any liability for losses (including depreciation) arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the legality or suitability of any investments. The Parties acknowledge that the Trustee is not providing investment supervision, recommendations, or advice.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of 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 and otherwise as provided in this Indenture.

(e) The Trustee will furnish to the City, upon the City's written request, periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the City. Upon the City's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request. The City waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(f) In the event it is found, after an annual calculation has been done pursuant to Section 6.8 hereof, that the City owes Rebatale Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Order, to transfer to the Rebate Fund the investment earnings on funds on deposit in the Pledged Funds in an amount equal to the Rebatale Arbitrage owed by the City. The City Order shall specify the amount to be transferred and the Pledged Fund or Pledged Funds from which the investment earnings shall be transferred.

Section 6.11. Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Assessments against the Assessed Property from which the Assessment Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Assessments.

(a) For so long as any Bonds Similarly Secured are Outstanding, the City covenants, agrees and warrants that it will take and pursue all reasonable 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 cause no reduction, abatement or exemption in the Assessments.

(b) To the extent permitted by law, notice of 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 ad valorem taxes of the City.

(c) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently 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 Assessments or the corresponding particular Assessed Property.

(d) The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under this Section or otherwise other than funds on deposit in the Administrative Fund.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds, the City 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 or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds Similarly Secured, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

(b) So long as Bonds Similarly Secured are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds and Refunding Bonds, secured by any pledge of or other lien or charge on the Pledged Revenues or other

property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any Bonds Similarly Secured are Outstanding, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and holder or holders of any Bonds Similarly Secured or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds Similarly Secured during the City's regular business hours and on a mutually agreeable date not later than twenty days after the City receives such request.

Section 7.5. Covenants Regarding Tax Exemption of Interest on Bonds.

(a) The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as an obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Article or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of an advance refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Bonds is issued, and in the case of a current refunding bond, for a period of 90 days or less,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the Delivery Date) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) In order to facilitate compliance with the above covenant (a)(8), the Rebate Fund is established by the City pursuant to Section 6.1 for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) The City understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure

compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto (the “*Treasury Regulations*”). In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for Improvement Area #2A Project Costs and Improvement Area #2B Project Costs on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Improvement Area #2A Project Costs and Improvement Area #2B Project Costs are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the Delivery Date, or (2) the date the Bonds are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) The City covenants that the projects funded with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE VIII

LIABILITY OF CITY

Section 8.1. **Liability of City.**

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

(b) The City shall not incur any responsibility in respect of the Bonds Similarly Secured or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds Similarly Secured 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 Similarly Secured, or as to the existence of a default or event of default thereunder.

(c) 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.

(d) No provision of this Indenture, the Bonds Similarly Secured, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds Similarly Secured (collectively, the “*Bond Documents*”), shall require the City to expend or risk its own general funds or other funds or otherwise incur any financial liability (other than with respect to the Pledged Revenues) 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.

(e) 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 Document 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 Pledged Revenues. 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 Similarly Secured by mandamus or other proceeding at law or in equity.

(f) 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 or City Manager 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.

(g) 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.

ARTICLE IX

THE TRUSTEE

Section 9.1. Acceptance of Trust; Trustee as Registrar and Paying Agent.

(a) The Trustee accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the terms and conditions and subject to the provisions of this Indenture to all of which the parties hereto and the respective Owners of the Bonds Similarly Secured agree.

(b) The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and with respect to the Bonds Similarly Secured.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, 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 of any rights and powers hereunder, until it shall be indemnified to its satisfaction by the Owners against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own

negligence or willful misconduct; provided, however, that in no event shall the Trustee request or require indemnification as a condition to making any deposits, payments or transfers (provided such payment or transfer is prior to an Event of Default) when required hereunder, or to deliver any notice when required hereunder. During the occurrence of an Event of Default, the Trustee shall be entitled to 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 exercise any such rights and powers as Trustee, and in such case the Trustee may make transfers from the Pledged Revenue Fund and Administrative Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

(a) The recitals contained in this Indenture and in the Bonds Similarly Secured 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 validity or sufficiency of this Indenture or the Bonds Similarly Secured or with respect to the security afforded by this Indenture, 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 Similarly Secured 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 moneys 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 (including depreciation) in accordance with this Indenture; or (vi) to undertake any other action unless specifically authorized pursuant to a written direction by the City or pursuant to this Indenture.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture. 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/her own affairs. No implied covenants or obligations shall be read into this Indenture against the Trustee. The Trustee is not responsible for the terms or any agreement to which it is not a party and is not responsible for determining compliance with the terms of any document to which it is not a party. The Trustee is not responsible for nor have any duty to monitor the performance or any action of any other person or entity. In any event, the Trustee shall not be liable for any amount in excess of the value of the Trust Estate.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for such losses, damages or expense which have been finally adjudicated by a court of competent jurisdiction to have directly resulted from the Trustee's own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special or consequential loss or damages in connection with or arising from

this Indenture for the existence, furnishing or use of the Improvement Area #2A Improvements or Improvement Area #2B Improvements. 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 not less than a majority in principal amount of the Bonds Similarly Secured then Outstanding 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, under this Indenture.

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

(e) 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, and the discharge of this Indenture.

(f) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through receivers, agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any receiver, agent or attorney appointed with due care and in good faith by it hereunder, and the Trustee shall be entitled to rely and act upon the opinion or advice of counsel selected by the Trustee with due care, who may be counsel to the City, 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 counsel.

(g) 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 in connection therewith, 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. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Indenture.

(h) 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 pursuant to any provision of this Indenture.

(i) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Owners of at least 50% in aggregate principal amount of Bonds then

Outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default.

(j) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by any act or event that (i) materially and adversely affects the Trustee's ability to perform the relevant obligations under this Indenture or delays the Trustee's ability to do so, (ii) is beyond the reasonable control of the Trustee, (iii) is not due to the Trustee's fault or negligence and (iv) could not be avoided by the exercise of commercially reasonable efforts, which acts or events may include, without limitation, any act of any governmental authority that was not voluntarily induced or promoted by the Trustee, or brought about by the breach of its obligations under this Indenture or any applicable law; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes that are not due to the breach of any labor agreement by the Trustee; acts of civil or military authority; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility it being understood that Trustee shall use all commercially reasonable efforts which are consistent with accepted practices in the industry to perform hereunder and/or to resume performance under the circumstances, and in the event of any such failure or delay the Trustee shall give immediate notice to the City of such condition or occurrence, which may be given in the most expeditious manner available, including telephonically or electronically, subsequently confirmed in writing.

Section 9.4. 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 9.5. Trustee Protected in Relying on Certain Documents.

(a) The Trustee may rely upon any order, judgment, notice, request, consent, waiver, certificate, statement, affidavit, requisition, direction, bond, or other document provided to the Trustee in accordance with the terms of this Indenture 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 of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant that the Trustee shall in good faith reasonably believe to be qualified in relation to the subject matter or is selected by the City in accordance with this Indenture, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. Subject to Section 9.1 and 9.3, the Trustee may consult with counsel selected by the Trustee with due care, who may or may not be Bond Counsel, and any advice from such counsel with respect to compliance with the provisions of this Indenture shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder, reasonably and in good faith, in accordance with such advice.

(b) 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 be entitled to conclusively rely upon the foregoing as sufficient evidence of the facts set forth herein. The execution of any City Order shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent thereto have occurred.

(c) 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.

(d) In the event that any portion of the Trust Estate shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Trust Estate, the Trustee is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel, selected by the Trustee with due care, is binding upon it, whether with or without jurisdiction. In the event that the Trustee obeys or complies with any such writ, order or decree it shall not be liable to any of the parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the Administrative Fund, the previously determined and agreed upon, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar and extraordinary services rendered, 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, all pursuant to a City Order and subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by such City Order, and the Trustee shall have a lien therefor on any and all funds at any time held by it hereunder prior to any Bonds Similarly Secured Outstanding. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if the Trustee has reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee shall make such payment from monies in the Administrative Fund, and to the extent moneys in the Administrative Fund are insufficient, then from lawfully available funds (other than funds designated by the City for arbitrage rebate purposes) in its

possession under the provisions of this Indenture and shall be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder. The right of the Trustee to fees, expense, and indemnification shall survive the release, discharge, and satisfaction of the Indenture.

Section 9.7. 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 Similarly Secured and may join in any action that any Owner of Bonds Similarly Secured 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 Similarly Secured or to effect or aid in any reorganization growing out of the enforcement of the Bonds Similarly Secured or this Indenture, whether or not such committee shall represent the holders of a majority of the Bonds Similarly Secured. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be liable for any permissive actions taken except as a consequence of its own negligence or misconduct.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 60 days' 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. Notwithstanding the foregoing, if, after 60 days following receipt of the notice, the City has not appointed a successor Trustee, the Trustee may apply to a court of competent jurisdiction to appoint a successor Trustee, at no expense to the City, and such resignation shall take effect upon the court's appointment of a successor Trustee.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time on 30 days' advance written notice to the Trustee by (i) the Owners of at least a majority in aggregate Outstanding principal amount of the Bonds Similarly Secured 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, or (ii) so long as the City is not in default under this Indenture, 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 the City or the Owners of not less than 10% in aggregate Outstanding principal amount of the Bonds Similarly Secured.

Section 9.10. Successor Trustee.

(a) If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of

the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

(b) If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least 50% of the aggregate Outstanding principal amount of the Bonds Similarly Secured 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.

(c) Until such successor Trustee shall have been appointed by the Owners of the Bonds Similarly Secured, the City shall forthwith 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 Similarly Secured 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.

(d) If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds Similarly Secured 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.

(e) 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 profits 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.

(f) Each successor Trustee shall mail, in accordance with the provisions of the Bonds Similarly Secured, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds Similarly Secured and each of the Owners of the Bonds Similarly Secured.

(g) Trustee shall not be responsible or liable for the acts or omissions of any successor Trustee, nor shall it be responsible or liable for any costs of appointment or transition of such successor Trustee.

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, 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 converted or 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 and will have and succeed to the rights, powers, duties, immunities and privileges as predecessor, 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. Trustee To File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, at the City's expense, such continuation statements as may be delivered to the Trustee and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC; provided unless the Trustee is otherwise notified by the City, the Trustee may conclusively rely upon the initial filing statements delivered to it in filing any continuation statements hereunder. The Trustee is not responsible for the initial filing, execution, delivery, recording or authorization of any financing statements.

Section 9.14. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in

principal amount of the Bonds Similarly Secured then Outstanding or their representatives duly authorized in writing.

Section 9.15. 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 Similarly Secured.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds Similarly Secured may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds Similarly Secured, or with the written consent without a meeting, of the Owners of the Bonds Similarly Secured of at least a majority of the aggregate principal amount of the Bonds Similarly Secured then Outstanding and City approval of such modification or amendment. No such modification or amendment shall (i) extend the maturity of any Bond Similarly Secured or reduce the 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 Similarly Secured, without the express consent of the Owner of such Bond Similarly Secured, or (ii) permit the creation by the City of any pledge or lien upon the Pledged Revenues superior to or on a parity with the pledge and lien created for the benefit of the Bonds Similarly Secured (except as otherwise permitted by Applicable Laws or this Indenture), or reduce the percentage of Bonds Similarly Secured required for the amendment hereof. Any such amendment shall not modify any of the rights or obligations of the Trustee without its written consent.

(b) 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 law, and only for any one or more of the following purposes:

(i) 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;

(ii) to make modifications not adversely affecting any Outstanding Bonds Similarly Secured in any material respect;

(iii) 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 and the Trustee 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 Similarly Secured;

(iv) to set forth additional provisions, if deemed necessary or advisable, in connection with the issuance of Refunding Bonds permitted under the terms of this Indenture; and

(v) 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 Similarly Secured.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds Similarly Secured. 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 10.3. Procedure for Amendment with Written Consent of Owners.

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1, 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, if such consent is required pursuant to Section 10.1, shall be mailed by first class mail, by the Trustee to each Owner of Bonds Similarly Secured from whom consent is required under this Indenture, 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.

(b) Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds Similarly Secured for which such consent is given, which proof shall be such as is permitted by Section 11.6. Any such consent shall be binding upon the Owner of the Bonds Similarly Secured 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.

(c) After the Owners of the required percentage of Bonds Similarly Secured shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section 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 Similarly Secured and will be effective as provided in this Section (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 10.3 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 in this Article) upon the City and the Owners of all Bonds Similarly Secured at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4. Procedure for Amendment Not Requiring Owner Consent.

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. The City shall direct the Trustee to provide a copy of such Supplemental Indenture, together with a notice stating that the Supplemental Indenture does not require Owner consent, mailed by first class mail to each Owner of Bonds Similarly Secured, but failure to mail copies of such Supplemental Indenture shall not affect the validity of the Supplemental Indenture. The Trustee shall retain the proof of its mailing of such notice. A record, consisting of the papers required by this Section 10.4, shall be proof of the matters therein stated until the contrary is proved.

(b) The Supplemental Indenture shall become effective upon the execution and delivery of such Supplemental Indenture by the Trustee and the City, and the Supplemental Indenture shall be deemed conclusively binding upon the City, the Trustee and the Owners of all Bonds Similarly Secured as of the date of such execution and delivery.

Section 10.5. 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 Similarly Secured 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 10.6. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds Similarly Secured 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 Similarly Secured Outstanding at such effective date and presentation of his Bond Similarly Secured 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 Similarly Secured, 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 Similarly Secured then Outstanding, such new Bonds Similarly Secured shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds Similarly Secured then Outstanding, upon surrender of such Bonds Similarly Secured.

Section 10.7. Amendatory Endorsement of Bonds.

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

Section 10.8. Waiver of Default.

With the written consent of at least a majority in aggregate principal amount of the Bonds Similarly Secured then Outstanding, the Owners may waive compliance by the City with certain past defaults under this Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.9. 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 created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

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

(i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings, in accordance with Section 7.2; and

(iii) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture, other than a default under (iv) below, and the continuation thereof for a period of ninety (90) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Trustee, which may give such notice in its discretion and which shall give such notice at the written request of the

Owners of not less than 50% in aggregate Outstanding principal amount of the Bonds Similarly Secured then Outstanding; provided, however, if the default stated in the notice is capable of cure but cannot reasonably be cured within the applicable period, the City shall be entitled to a further extension of time reasonably necessary to remedy such default so long as corrective action is instituted by the City within the applicable period and is diligently pursued until such failure is corrected, but in no event for a period of time of more than one hundred eighty (180) days after such notice.

(iv) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, then and in every such case the Trustee may proceed, and upon the written request of the Owners of not less than 50% in aggregate Outstanding principal amount of the Bonds Similarly Secured then Outstanding hereunder shall proceed, to protect and enforce the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

(b) PURSUANT TO SECTION 11.7, THE PRINCIPAL OF THE BONDS SIMILARLY SECURED 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 Outstanding Bonds Similarly Secured, in the selection of Trust Estate assets to be used in the payment of Bonds Similarly Secured due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Order, 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 Order, 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.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, 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.

Section 11.3. 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 of this Indenture 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 as provided in Section 11.1, or of which by such Section it is deemed to have notice, (ii) such default has become an Event of Default and the Owners of 50% of the aggregate principal amount of the Bonds Similarly Secured then Outstanding 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 9.2, (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 the Owners of a majority of the aggregate principal amount of the Bonds Similarly Secured then Outstanding, and (vi) notice of such action, suit, or proceeding is given in writing to the Trustee; however, no one or more Owners of the Bonds Similarly Secured shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that 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 Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall 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 of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond Similarly Secured at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond Similarly Secured 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 Similarly Secured.

(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 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and 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 of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds Similarly Secured, 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 Similarly Secured, or Redemption Price of any Bonds Similarly Secured 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 Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

The Trustee shall make payments to the Owners pursuant to this Section 11.4 within thirty (30) days of receipt of such good and available funds, and the record date shall be the date the Trustee receives such good and available funds.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. 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 by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. 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 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 Similarly Secured shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds Similarly Secured 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 his authority.

(ii) The ownership of Bonds Similarly Secured 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 any Bond Similarly Secured shall bind all future Owners of the same Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1, 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 11.8. 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 11.9. Exclusion of Bonds.

Bonds Similarly Secured owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds Similarly Secured provided for in this Indenture, and the City shall not be entitled with respect to such Bonds Similarly Secured to give any consent or take any other action provided for in this Indenture.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Pledged Revenues.

(a) 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 Pledged Revenues in the manner and to the extent provided in this Indenture, and that the Pledged Revenues are and will be and 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 provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Pledged Revenues and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) Subject to Section 7.2(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 Similarly Secured to the fullest extent permitted by the PID Act and other Applicable Laws.

Section 12.2. General.

The City shall 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 the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. 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 better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, 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.

Section 13.2. Other Obligations or Other Liens; Refunding Bonds.

(a) The City reserves the right to issue obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues.

(b) Other than Refunding Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be done or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

(c) The City reserves the right to issue Refunding Bonds for the purpose of refunding any of the Bonds Similarly Secured and in accordance with the conditions set forth below:

(i) The maximum maturity for the Refunding Bonds will not exceed 30 years from the date of delivery of the Bonds;

(ii) The principal of and interest on the Refunding Bonds must be scheduled to be paid or mature on March 15 or September 15, or both, of the years in which each principal or interest are scheduled to be paid or mature; and

(iii) There shall be deposited to the Reserve Account of the Reserve Fund an amount equal to the Reserve Account Requirement taking into account the outstanding Bonds Similarly Secured, and the Refunding Bonds then proposed to be issued.

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealings, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, and the Bonds Similarly Secured.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

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

Section 14.2. **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 Similarly Secured, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds Similarly Secured 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 Similarly Secured, 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 Similarly Secured has been paid so that the City may determine if this 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 14.3. **Bonds Deemed Paid.**

(a) Any Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding within the meaning of this Indenture (a “*Defeased Bond*”), and particularly this Article XIV, when payment of the principal of, premium, if any, on such Defeased Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Defeasance Securities that mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds Similarly Secured with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such time as a Bond Similarly Secured shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond Similarly Secured and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the Trust Estate as provided in this Indenture, and such principal and interest shall be payable solely from such money or Defeasance Securities. Neither Defeasance Securities nor moneys 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 Defeased Bonds and shall not be part of the Trust Estate. 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 by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Defeased 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.

(b) Any determination not to redeem Defeased Bond that is made in conjunction with the payment arrangements specified in Sections 14.3(a)(1) or 14.3(a)(2) shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the Defeased Bond for redemption; (2) the City gives notice of the reservation of

that right to the Owners of the Defeased Bond immediately following the defeasance; (3) the City directs that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (4) at or prior to the time of the redemption, the City satisfies the conditions of clause (a) of this Section 14.3 with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

(c) Until all Defeased Bonds shall have become due and payable, the Trustee and the Paying Agent/Registrar each shall perform the services of Trustee and Paying Agent/Registrar for such Defeased Bond the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Indenture.

ARTICLE XV

MISCELLANEOUS

Section 15.1. 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. This Indenture and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written.

Section 15.2. 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 15.3. Execution of Documents and Proof of Ownership by Owners.

(a) 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.

(b) Except as otherwise expressly provided herein, 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.

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

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

Section 15.4. No 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 Similarly Secured; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided herein, all notices or other instruments required or permitted under this Indenture shall be in writing and shall be faxed, delivered by hand, or mailed by first class mail, postage prepaid, and addressed as follows:

If to the City

City of Lavon, Texas
120 School Road
Lavon, Texas 75166
Attn: City Manager
Telephone: (972) 843-4220

If to the Trustee, initially also acting in
the capacity of Paying Agent/Registrar

Wilmington Trust, National Association
15950 N. Dallas Parkway, Suite 550
Dallas, Texas 75248
Attn: Corporate Trust Administration
Telephone: (972) 383-3154

(b) 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.

(c) 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.

(d) The Trustee shall mail to each Owner of a Bond Similarly Secured notice of the redemption or defeasance of all Bonds Similarly Secured Outstanding.

Section 15.6. Partial Invalidity.

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 Similarly Secured 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 15.7. 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. Venue and exclusive jurisdiction for any action to enforce or construe this Indenture shall be a state court of competent jurisdiction in Collin County, Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds Similarly Secured or the date fixed for redemption of any Bonds Similarly Secured or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a 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 date.

Section 15.9. Construction, Funding and Acquisition Agreement Amendments and Supplements.

The City and the Developer may amend and supplement the Construction, Funding and Acquisition Agreement from time to time without the consent or approval of the Owners or the Trustee.

Section 15.10. Counterparts.

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

Section 15.11. Verification of Statutory Representations and Covenants.

The Trustee makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the "Government Code"), in entering into this Indenture. 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 Indenture shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Indenture, notwithstanding anything in this Indenture to the contrary.

- (a) Not a Sanctioned Company. The Trustee 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 Trustee and 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 Trustee 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 Indenture. 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 Trustee 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 Indenture. 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 Trustee 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 Indenture. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

[Remainder of page left blank intentionally]

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

CITY OF LAVON, TEXAS

By: _____
Mayor

Attest:

City Secretary

(CITY SEAL)

City Signature Page to Indenture of Trust

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Trustee Signature Page to Indenture of Trust

EXHIBIT A

DESCRIPTION OF THE PROPERTY WITHIN IMPROVEMENT AREA #2A OF THE ELEVON PUBLIC IMPROVEMENT DISTRICT

LEGAL DESCRIPTION (POD 2E)

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 472.8955 acre tract of land described in deed to Far East Lavon, L.P. as recorded in Volume 5873, Page 3522, Official Public Records of Collin County, Texas, and also being a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

COMMENCING at a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541, from which said point bears South 89 degrees 10 minutes 57 seconds East, 848.67 feet along the south line of said 180.339 acre tract to a one-half inch iron rod found at the southwest corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600;

THENCE North 72 degrees 52 minutes 25 seconds East, 4,471.74 feet to the POINT OF BEGINNING;

THENCE North 37 degrees 05 minutes 08 seconds West, 110.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 07 degrees 54 minutes 52 seconds East, 14.14 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 42 degrees 47 minutes 46 seconds West, 50.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 82 degrees 05 minutes 08 seconds West, 14.14 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 37 degrees 05 minutes 08 seconds West, 346.08 to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northwesterly, 206.77 feet along a curve to the right having a central angle of 31 degrees 35 minutes 33 seconds, a radius of 375.00 feet, a tangent of 106.09 feet and whose chord

bears North 21 degrees 17 minutes 21 seconds West, 204.16 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 05 degrees 29 minutes 35 seconds West, 87.20 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 529.97 feet along a curve to the left having a central angle of 29 degrees 37 minutes 27 seconds, a radius of 1,025.00 feet, a tangent of 271.05 feet and whose chord bears North 20 degrees 18 minutes 18 seconds West, 524.08 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 35 degrees 07 minutes 02 seconds West, 200.65 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 55.38 feet along a curve to the left having a central angle of 03 degrees 50 minutes 47 seconds, a radius of 825.00 feet, a tangent of 27.70 feet and whose chord bears North 37 degrees 02 minutes 25 seconds West, 55.37 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northeasterly, 150.39 feet along a curve to the right having a central angle of 12 degrees 45 minutes 55 seconds, a radius of 675.00 feet, a tangent of 75.51 feet and whose chord bears North 58 degrees 23 minutes 38 seconds East, 150.08 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 25 degrees 12 minutes 04 seconds West, 126.85 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 01 degrees 49 minutes 20 seconds West, 826.53 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 88 degrees 10 minutes 40 seconds East, 251.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 57 degrees 19 minutes 17 seconds East, 211.03 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 32 degrees 40 minutes 43 seconds East, 126.45 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 15 degrees 53 minutes 22 seconds West, 13.34 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 63 degrees 02 minutes 13 seconds West, 12.06 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 26 degrees 31 minutes 02 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 372.60 feet along a curve to the right having a central angle of 25 degrees 52 minutes 38 seconds, a radius of 825.00 feet, a tangent of 189.54 feet and whose chord bears South 50 degrees 32 minutes 39 seconds East, 369.45 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 52 degrees 23 minutes 40 seconds East, 228.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 27 degrees 23 minutes 01 seconds East, 204.73 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 89 degrees 59 minutes 16 seconds East, 238.16 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 46 degrees 40 minutes 06 seconds East, 327.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 188.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 15.14 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 91.32 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 24.19 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 11 degrees 36 minutes 37 seconds West, 30.55 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 15 degrees 04 minutes 19 seconds West, 47.37 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 18 degrees 48 minutes 02 seconds West, 186.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 49 minutes 03 seconds West, 50.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 21 degrees 41 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 23 degrees 24 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 07 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 16 minutes 04 seconds West, 14.20 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 33 minutes 05 seconds West, 330.74 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 35 degrees 41 minutes 29 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northwesterly, 122.12 feet along a curve to the left having a central angle of 05 degrees 07 minutes 33 seconds, a radius of 1,365.00 feet, a tangent of 61.10 feet, and whose chord bears North 56 degrees 52 minutes 18 seconds West, 122.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 30 degrees 33 minutes 56 seconds West, 120.15 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 60 degrees 06 minutes 27 seconds East, 9.84 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 51 minutes 21 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 55 degrees 35 minutes 59 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 53 degrees 34 minutes 53 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 51 degrees 29 minutes 01 seconds East, 48.94 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 49 degrees 23 minutes 06 seconds East, 48.96 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 47 degrees 17 minutes 09 seconds East, 48.98 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 45 degrees 11 minutes 07 seconds East, 49.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 43 degrees 05 minutes 01 seconds East, 49.04 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 40 degrees 58 minutes 50 seconds East, 49.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 38 degrees 53 minutes 17 seconds East, 48.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 36 degrees 52 minutes 59 seconds East, 45.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 33 degrees 57 minutes 44 seconds East, 91.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner

THENCE South 19 degrees 19 minutes 42 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 118.08 feet along a curve to the left having a central angle of 06 degrees 19 minutes 23 seconds, a radius of 1,070.00 feet, a tangent of 59.10 feet and whose chord bears South 67 degrees 30 minutes 37 seconds West, 118.02 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 39 minutes 05 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 189.59 feet along a curve to the left having a central angle of 11 degrees 26 minutes 03 seconds, a radius of 950.00 feet, a tangent of 95.11 feet and whose chord bears South 58 degrees 37 minutes 54 seconds West, 189.27 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 52 degrees 54 minutes 52 seconds West, 830.17 feet to the POINT OF BEGINNING and containing 2,846,226 square feet or 65.340 acres of land.

BASIS OF BEARING:

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

EXHIBIT B

DESCRIPTION OF THE PROPERTY WITHIN IMPROVEMENT AREA #2B OF THE ELEVON PUBLIC IMPROVEMENT DISTRICT¹

LEGAL DESCRIPTION (POD 2B-2)

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod with yellow cap stamped "JBI" set for corner in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 as follows:

North 89 degrees 28 minutes 43 seconds West, 190.57 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

North 89 degrees 23 minutes 25 seconds West, 639.80 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 00 degrees 43 minutes 43 seconds East, 155.23 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northwesterly, 130.54 feet along a curve to the left, having a central angle of 13 degrees 00 minutes 28 seconds, a radius of 575.00 feet, a tangent of 65.55 feet and whose chord bears North 05 degrees 46 minutes 31 seconds West, 130.26 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 12 degrees 16 minutes 44 seconds West, 86.64 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northeasterly, 255.87 feet along a curve to the right, having a central angle of 27 degrees 55 minutes 28 seconds, a radius of 525.00 feet, a tangent of 130.53 feet and whose chord bears North 01 degrees 41 minutes 00 seconds East, 253.35 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 15 degrees 38 minutes 44 seconds East, 31.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northeasterly, 81.33 feet along a curve to the left, having a central angle of 08 degrees 52 minutes 34 seconds, a radius of 525.00, a tangent of 40.75 feet and whose chord bears North 11 degrees 12 minutes 27 seconds East, 81.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 06 degrees 46 minutes 10 seconds East, 91.38 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 83 degrees 13 minutes 50 seconds West, 12.29 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 06 degrees 46 minutes 10 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 83 degrees 13 minutes 50 seconds West, 83.98 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 82 degrees 56 minutes 36 seconds West, 17.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 81 degrees 47 minutes 24 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 80 degrees 02 minutes 35 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 78 degrees 17 minutes 47 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 76 degrees 32 minutes 58 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 74 degrees 48 minutes 09 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 73 degrees 03 minutes 21 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 71 degrees 18 minutes 32 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 70 degrees 10 minutes 49 seconds West, 15.51 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 69 degrees 55 minutes 29 seconds West, 358.57 to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 20 degrees 04 minutes 31 seconds East, 228.41 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northeasterly, 150.42 feet to a along a curve to the right, having a central angle of 14 degrees 59 minutes 19 seconds, a radius of 575.00 feet, a tangent of 75.64 feet and whose chord bears North 27 degrees 34 minutes 10 seconds East, 149.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 35 degrees 03 minutes 50 seconds East, 124.44 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 120.31 feet along a curve to the left, having a central angle of 05 degrees 23 minutes 07 seconds, a radius of 1,280.00 feet, a tangent of 60.20 feet and whose chord bears South 58 degrees 44 minutes 53 seconds East, 120.27 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 35 degrees 03 minutes 50 seconds East, 120.86 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 64 degrees 07 minutes 37 seconds East, 81.37 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 67 degrees 29 minutes 18 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 70 degrees 11 minutes 28 seconds East, 54.71 to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 72 degrees 53 minutes 37 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 75 degrees 35 minutes 47 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 78 degrees 17 minutes 56 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 81 degrees 00 minutes 06 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 82 degrees 47 minutes 30 seconds East, 17.77 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 83 degrees 13 minutes 50 seconds East, 343.76 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 06 degrees 46 minutes 10 seconds West, 120.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 83 degrees 13 minutes 50 seconds East, 384.17 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 116.68 feet along a curve to the right having a central angle of 133 degrees 42 minutes 04 seconds, a radius of 50.00 feet, a tangent of 116.94 feet and whose chord bears South 61 degrees 22 minutes 49 seconds East, 91.95 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 84 degrees 31 minutes 47 seconds East, 105.40 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 82 degrees 50 minutes 49 seconds East, 95.73 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 07 degrees 09 minutes 11 seconds West, 1,277.53 feet to the POINT OF BEGINNING and containing 1,686,646 square feet or 38.720 acres of land.

BASIS OF BEARING:

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

APPENDIX C

SERVICE AND ASSESSMENT PLAN

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Elevon Public Improvement District

2024 PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN – IMPROVEMENT AREA #2A-2B BONDS

OCTOBER 1, 2024



AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

2024 PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN –
IMPROVEMENT AREA #2A-2B BONDS

0

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INTRODUCTION

Capitalized terms used in this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds shall have the meanings given to them in **Section I** unless otherwise defined in this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” an “Exhibit,” or an “Appendix” shall be a reference to a Section of this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds or an Exhibit or Appendix attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds for all purposes.

On November 2, 2021, the City Council passed and approved Resolution No. 2021-11-07 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon approval in accordance with the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 982.719 acres located within the corporate limits of the City, as described by the legal description on **Exhibit N-1** and depicted on **Exhibit A-1**.

On February 1, 2022, the City approved the Service and Assessment Plan for the District by adopting the 2022 Assessment Ordinance which approved the levy of Assessments against Assessed Property for Improvement Area #1 and the Zone 1 Remainder Area and approved the respective Assessment Rolls.

On August 15, 2023, the City Council approved the 2023 Annual Service Plan Update for the District by adopting Ordinance No. 2023-08-05 which updated the Assessment Rolls for 2023.

On August 6, 2024, the City Council approved the 2024 Annual Service Plan Update for the District by adopting Ordinance No. 2024-08-02 which updated the Assessment Rolls for 2024.

On September 3, 2024, the City Council approved the 2024 Amended and Restated Service and Assessment Plan by approving Ordinance No. 2024-09-01. The 2024 Amended and Restated Service and Assessment Plan amended and restated the Service and Assessment Plan, the 2023 Annual Service Plan Update and the 2024 Annual Service Plan Update in their entirety for the purposes of (1) identifying Improvement Area #2A; (2) identifying Improvement Area #2B; (3) identifying the Improvement Area #2A Authorized Improvements to be provided by the District; (4) identifying the Improvement Area #2B Authorized Improvements to be provided by the District; (5) identifying the costs of the Improvement Area #2A Authorized Improvements; (6) identifying the costs of the Improvement Area #2B Authorized Improvements; (7) identifying the

indebtedness to be incurred for the Improvement Area #2A Authorized Improvements and the manner of assessing the Improvement Area #2A Assessed Property for the costs of the Improvement Area #2A Authorized Improvements; (8) identifying the indebtedness to be incurred for the Improvement Area #2B Authorized Improvements, and the manner of assessing the Improvement Area #2B Assessed Property for the costs of the Improvement Area #2B Authorized Improvements; (9) levying the Improvement Area #2A Assessments against Improvement Area #2A Assessed Property; (10) levying the Improvement Area #2B Assessments against Improvement Area #2B Assessed Property; (11) establishing the Improvement Area #2A Reimbursement Obligation and the Improvement Area #2B Reimbursement Obligation, and (12) approving the Improvement Area #2A the Assessment Roll and the Improvement Area #2B Assessment Roll.

This 2024 Amended and Restated Service and Assessment Plan – Improvement Area #2A-2B Bonds serves to amend and restate the 2024 Amended and Restated Service and Assessment Plan in its entirety for the purpose of (1) issuing the Improvement Area #2A-2B Bonds and (2) updating the Assessment Rolls.

The PID Act provides that a service plan must (i) cover a period of at least five years; (ii) define the annual indebtedness and projected cost of the Authorized Improvements; and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV** and the notice form is attached as **Appendix C**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Zone 1 Remainder Area Assessment Roll is included as **Exhibit F-1**. The Improvement Area #1 Area Assessment Roll is included as **Exhibit G-1**. The Improvement Area #2A Assessment Roll is included as **Exhibit H-1**. The Improvement Area #2B Assessment Roll is included as **Exhibit I-1**.

SECTION I: DEFINITIONS

“2022 Assessment Ordinance” means Ordinance No. 2022-02-01 which was passed and adopted by the City Council on February 1, 2022, and levied Assessments against Improvement Area #1 and the Zone 1 Remainder Area in the District.

“2024 Amended and Restated Service and Assessment Plan” means the Elevon Public Improvement District Amended and Restated Service and Assessment Plan approved by City Council on September 3, 2024, by the 2024 Assessment Ordinance.

“2024 Amended and Restated Service and Assessment Plan – Improvement Area #2A-2B Bonds” means the Elevon Public Improvement District Amended and Restated Service and Assessment Plan – Improvement Area #2A-2B Bonds approved by City Council on October 1, 2024.

“2024 Assessment Ordinance” means Ordinance No. 2024-09-01 which was passed and adopted by the City Council on September 3, 2024, and levied Assessments against Improvement Area #2A and Improvement Area #2B in the District.

“Actual Costs” mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner, (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; and (5) all related permitting and public approval expenses, and architectural, engineering, consulting, and other governmental fees and charges.

“Additional Interest” means the amount collected by the application of the Additional Interest Rate.

“Additional Interest Rate” means up to an additional 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act. The Additional Interest Rate is not charged on Assessments securing the Improvement Area #2A Reimbursement Obligation and the Improvement Area #2B Reimbursement Obligation.

“Administrator” means the City or independent firm designated by the City who shall have the responsibilities provided in this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds, any Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

“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 PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds, the PID Act, and any Indenture, with respect to the PID Bonds, including the City’s continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID 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 Installment” means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest related to the PID Bonds.

“Annual Service Plan Update” means an update to this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds prepared no less frequently than annually by the Administrator and approved by the City Council.

“Assessed Property” means any Parcel within the District against which an Assessment is levied.

“Assessment” means an assessment levied against a Parcel, other than Non-Benefitted Property or Non-Assessed Property to pay the costs of certain Authorized Improvements as specified herein, which Assessment is imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Assessment Ordinance” means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on the Assessed Property, as shown on any Assessment Roll.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property based on the special benefits conferred on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

“Assessment Roll” means any assessment roll for the Assessed Property, including the Zone 1 Remainder Area Assessment Roll, the Improvement Area #1 Assessment Roll, the Improvement Area #2A Assessment Roll, and the Improvement Area #2B Assessment Roll as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including in any Annual Service Plan Updates. The Assessment Roll is included in this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds as **Exhibit F-1, Exhibit G-1, Exhibit H-1, and Exhibit I-1**.

“Authorized Improvements” means the improvements authorized by Section 372.003 of the PID Act, and described in **Sections III.A, III.B, III.C, III.D, III.E, and III.F** as further depicted on **Exhibits K-1, K-2 and K-3**.

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, including, but not limited to, attorney fees, financial advisory fees, consultant fees, initial trustee fee appraisal fees, printing costs, publication costs, capitalized interest, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense incurred by the City directly associated with the issuance of any series of PID Bonds.

“City” means the City of Lavon, Texas.

“City Council” means the governing body of the City.

“County” means Collin County, Texas.

“Delinquent Collection Costs” mean costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

“Development Agreement” means that certain Elevon Development Agreement by and between the Master Developer, Petro-Hunt, LLC, Far East Lavon, LP, 78 Straddle, LP, East Lavon Partners, LP, World Land Developers, LP and the City, dated as of November 2, 2021, and as may be amended from time to time.

“District” means the Elevon Public Improvement District containing approximately 982.719 acres located within the corporate limits of the City and more specifically described in **Exhibit N-1** and depicted on **Exhibit A-1**.

“District Formation Costs” means the costs associated with forming the District, including, but not limited to, attorney fees, and any other cost or expense incurred by the City directly associated with the establishment of the District.

“Engineer’s Report” means the report provided by a licensed professional engineer that describes the Authorized Improvements, including their costs, location, and benefit, and is attached hereto as **Appendix A**.

“Estimated Buildout Value” means the estimated value of an Assessed Property with fully constructed horizontal and vertical improvements, as provided by the Master Developer or Owners, as applicable, and confirmed by the City Council, by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E-1**.

“Future Improvement Area” means approximately 605.961 acres located within the District and more specifically described in **Exhibit N-2** and depicted on **Exhibit A-2**. The Future Improvement Area includes all of the District, save and except Zone 1. The Future Improvement Area may be subdivided into one or more improvement areas.

“GRBK Edgewood” means GRBK Edgewood, LLC, a Texas limited liability company, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end-users. GRBK Edgewood was the original partial owner of approximately 63.017 acres in POD 2C and is the owner of approximately 52.368 acres in POD 2E.

“HMH/Stratford Elevon” means HMH/Stratford Elevon JV, LLC, a Texas limited liability company, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end-users. HMH/Stratford Elevon was the original owner of POD 2B-1 and is the owner of POD 2B-2.

“Improvement Area #1” means approximately 272.698 acres located within the District, more specifically described in **Exhibit N-5** and depicted on **Exhibit A-2**. Improvement Area #1 is comprised of POD 2A, POD 2B-1, POD 2C, POD 2D, 15.000 acres of Non-Assessed Property and

25.034 acres of Non-Benefitted Property. s for Improvement Area #1 are attached hereto as **Exhibit A-4**.

“Improvement Area #1 Additional Bonds” means those certain “City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2024 (Elevon Public Improvement District Improvement Area #1 Project)” that are secured by Improvement Area #1 Assessments.

“Improvement Area #1 Annual Installment” means the Annual Installment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #1 Assessments; and (4) Additional Interest related to the Improvement Area #1 Bonds, as shown on **Exhibit G-2**.

“Improvement Area #1 Assessed Property” means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

“Improvement Area #1 Assessment” means an Assessment levied against Improvement Area #1 Assessed Property, related to the Improvement Area #1 Authorized Improvements, and imposed pursuant to the 2022 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

“Improvement Area #1 Assessment Roll” means the Assessment Roll for the Improvement Area #1 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds as **Exhibit G-1**.

“Improvement Area #1 Authorized Improvements” means collectively, (1) the pro rata portion of the Zone 1 Improvements allocable to Improvement Area #1; (2) the pro rata portion of the Offsite Improvements allocable to Improvement Area #1; (3) the Improvement Area #1 Improvements; (3) the first year’s Annual Collection Costs related to the Improvement Area #1 Assessments; and (5) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #1 Initial Bonds and the Improvement Area #1 Additional Bonds.

“Improvement Area #1 Improvements” means the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property, as further described in **Section III.B** and Depicted on **Exhibit K-2**.

“Improvement Area #1 Initial Bonds” means those certain “City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2022 (Eleven Public Improvement District Improvement Area #1 Project)” that are secured by Improvement Area #1 Assessments.

“Improvement Area #2 Reimbursement Agreement” means that certain Reimbursement Agreement, effective September 3, 2024, entered into by and between the City and Master Developer in which the Master Developer, either directly or through affiliates, agrees to construct the Improvement Area #2A Improvements and the Improvement Area #2B Improvements and to fund certain Actual Costs of the Improvement Area #2A Authorized Improvements and the Improvement Area #2B Authorized Improvements, and the City agrees to (1) reimburse the Master Developer or its designee for Actual Costs of the Improvement Area #2A Authorized Improvements and the Improvement Area #2B Authorized Improvements from the proceeds of PID Bonds in accordance with the Act, this Service and Assessment Plan and the applicable Indenture, and (2) reimburse the Master Developer for Actual Costs of Improvement Area #2A Authorized Improvements and the Improvement Area #2B Authorized Improvements not paid by proceeds of the Improvement Area #2A-2B Bonds solely from the revenue collected by the City from Improvement Area #2A Assessments and the Improvement Area #2B Assessments, including Improvement Area #2A Annual Installments and Improvement Area #2B Annual Installments not pledged to the payment of PID Bonds.

“Improvement Area #2A-2B Bonds” means those certain “City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2024 (Eleven Public Improvement District Improvement Area #2 Project)” that are secured by Improvement Area #2A Assessments and Improvement Area #2B Assessments.

“Improvement Area #2A” means approximately 65.34 acres located within the District, more specifically described in **Exhibit N-6** and depicted on **Exhibit A-2**.

“Improvement Area #2A Annual Installment” means the Annual Installment of the Improvement Area #2A Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #2A; and (4) Additional Interest related to the Improvement Area #1 Bonds, as shown on **Exhibit H-2**.

“Improvement Area #2A Assessed Property” means any Parcel within Improvement Area #2A against which an Improvement Area #2A Assessment is levied.

“Improvement Area #2A Assessment” means an Assessment levied against Improvement Area #2A Assessed Property, related to the Improvement Area #2A Authorized Improvements, and imposed pursuant to the 2024 Assessment Ordinance and the provisions herein, as shown on the

Improvement Area #2A Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

“Improvement Area #2A Assessment Roll” means the Assessment Roll for the Improvement Area #2A Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #2A Assessment Roll is included in this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds as **Exhibit H-1**.

“Improvement Area #2A Authorized Improvements” means collectively, (1) the Improvement Area #2A Improvements; (2) the first year’s Annual Collection Costs related to Improvement Area #2A Assessments; and (3) Bond Issuance Costs incurred in connection with the Improvement Area #2A-2B Bonds.

“Improvement Area #2A Improvements” means the Authorized Improvements which only benefit the Improvement Area #2A Assessed Property, as further described in **Section III.D** and Depicted on **Exhibit K-3**.

“Improvement Area #2A Reimbursement Obligation” means an amount not to exceed \$7,514,043 secured by Improvement Area #2A Assessments to be paid to the Master Developer pursuant to the Reimbursement Agreement. The Annual Installments for the Improvement Area #2A Reimbursement Obligation are shown on **Exhibit M-5**.

“Improvement Area #2B” means approximately 38.72 acres located within the District, more specifically described in **Exhibit N-7** and depicted on **Exhibit A-2**.

“Improvement Area #2B Annual Installment” means the Annual Installment of the Improvement Area #2B Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #2B Assessments; and (4) Additional Interest related to the Improvement Area #2A-2B Bonds, as shown on **Exhibit I-2**.

“Improvement Area #2B Assessed Property” means any Parcel within Improvement Area #2B against which an Improvement Area #2B Assessment is levied.

“Improvement Area #2B Assessment” means an Assessment levied against Improvement Area #2B Assessed Property, related to the Improvement Area #2B Authorized Improvements, and imposed pursuant to the 2024 Assessment Ordinance and the provisions herein, as shown on the

Improvement Area #2B Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

“Improvement Area #2B Assessment Roll” means the Assessment Roll for the Improvement Area #2B Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #2B Assessment Roll is included in this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds as **Exhibit I-1**.

“Improvement Area #2B Authorized Improvements” means collectively, (1) the Improvement Area #2B Improvements; (2) the first year’s Annual Collection Costs related to Improvement Area #2B; and (3) Bond Issuance Costs incurred in connection with Improvement Area #2A-2B Bonds.

“Improvement Area #2B Improvements” means the Authorized Improvements which only benefit the Improvement Area #2B Assessed Property, as further described in **Section III.D** and Depicted on **Exhibit K-3**.

“Improvement Area #2B Reimbursement Obligation” means an amount not to exceed \$4,807,974 secured by Improvement Area #2B Assessments to be paid to the Master Developer pursuant to the Reimbursement Agreement. The Annual Installments for the Improvement Area #2B Reimbursement Obligation are shown on **Exhibit M-6**.

“Indenture” means an Indenture of Trust entered into between the City and the Trustee in connection with the issuance of each series of PID Bonds, as amended from time to time, setting forth the terms and conditions related to a series of PID Bonds.

“K Hovnanian Homes” means K Hovnanian DFW Elevon, LLC, a Texas limited liability company, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users. K Hovnanian Homes was the original owner of POD 2A.

“Lot” means (1) for any portion of the District for which a final subdivision plat has been recorded in the Plat or Official Public Records of the County, a tract of land described by “lot” in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Plat or Official Public Records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A “Lot” shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. lot size, home product, Estimated Buildout Value, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as provided by the Owner/Developer, and confirmed by the City Council, as shown on **Exhibit E-1**.

“Lot Type 1” means a Lot within Improvement Area #1 marketed to homebuilders as a 30’ Lot. The buyer disclosure for Lot Type 1 is attached within **Appendix C**.

“Lot Type 2” means a Lot within Improvement Area #1 marketed to homebuilders as a 40’ Lot. The buyer disclosure for Lot Type 2 is attached within **Appendix C**.

“Lot Type 3” means a Lot within Improvement Area #1 marketed to homebuilders as a 45’ Lot. The buyer disclosure for Lot Type 3 is attached within **Appendix C**.

“Lot Type 4” means a Lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot. The buyer disclosure for Lot Type 4 is attached within **Appendix C**.

“Lot Type 5” means a Lot within Improvement Area #1 marketed to homebuilders as a 26’ Lot. The buyer disclosure for Lot Type 5 is attached within **Appendix C**.

“Lot Type 6” means a Lot within Improvement Area #1 marketed to homebuilders as a 60’ Lot. The buyer disclosure for Lot Type 6 is attached within **Appendix C**.

“Lot Type 7” means a Lot within Improvement Area #1 marketed to homebuilders as a 70’ Lot. The buyer disclosure for Lot Type 7 is attached within **Appendix C**.

“Lot Type 8” means a Lot within Improvement Area #2A marketed to homebuilders as a 40’ Lot. The buyer disclosure for Lot Type 8 is attached within **Appendix C**.

“Lot Type 9” means a Lot within Improvement Area #-2A marketed to homebuilders as a 45’ Lot. The buyer disclosure for Lot Type 9 is attached within **Appendix C**.

“Lot Type 10” means a Lot within Improvement Area #2A marketed to homebuilders as a 50’ Lot. The buyer disclosure for Lot Type 10 is attached within **Appendix C**.

“Lot Type 11” means a Lot within Improvement Area #2A marketed to homebuilders as a 60’ Lot. The buyer disclosure for Lot Type 11 is attached within **Appendix C**.

“Lot Type 12” means a Lot within Improvement Area #2B marketed to homebuilders as a 40’ Lot. The buyer disclosure for Lot Type 12 is attached within **Appendix C**.

“Lot Type 13” means a Lot within Improvement Area #2B marketed to homebuilders as a 50’ Lot. The buyer disclosure for Lot Type 13 is attached within **Appendix C**.

“Master Developer” means MA Elevon 429, LLC, a Texas limited liability company, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users. The Master Developer is responsible for construction of Zone 1 Improvements, Offsite Improvements, Improvement Area #1 Improvements, Improvement Area #2A Improvements and Improvement Area #2B Improvements.

“Maximum Assessment” means, for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) for each Lot Type, the amount shown on **Exhibit E-1**.

“Non-Assessed Property” means Parcels within the boundaries of the District that accrue special benefit from the Authorized Improvements as determined by the City Council and are allocated a proportionate share of the costs but are not assessed for the costs thereof. The Non-Assessed Property within Improvement Area #1 is owned by the Master Developer.

“Non-Benefitted Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

“Notice of Assessment Termination” means a document that shall be recorded in the Official Public Records of the County evidencing the termination of an Assessment, a form of which is attached as **Exhibit L**.

“Offsite Improvements” means those Authorized Improvements that confer a special benefit to all of the Assessed Property within the District, as further described in **Section III.C** and depicted on **Exhibit K-1**.

“Owner” or “Owners” means the Master Developer; K Hovnanian Homes, HMM Stratford Elevon; GRBK Edgewood; UMH Development; Qualico; Petro-Hunt Entities; and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

“Parcel” or “Parcels” means a specific property within the District identified by either a tax parcel identification number assigned by the Collin Central 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.

“Petro-Hunt” means Petro-Hunt, LLC, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users. Petro-Hunt is the owner of the Future Improvement Area.

“Petro-Hunt Entities” means Petro-Hunt, Far East Lavon, LP, 78 Straddle, LP, East Lavon Partners, LP, and World Land Developers, LP.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bonds” means any bonds issued by the City in one or more series and secured in whole or in part by Assessments.

“POD” means a phase of development within the District, including, but not limited to, POD 2A, POD 2B-1, POD 2C, POD 2D, POD 2E and POD 2B-2.

“POD 2A” means approximately 65.135 acres located within Improvement Area #1 and more specifically described in **Exhibit N-5** and depicted on **Exhibit A-2**. The Annual Installment schedule for POD 2A is included as **Exhibit J-1**. POD 2A was originally owned by K Hovnanian Homes.

“POD 2B-1” means approximately 49.470 acres located within Improvement Area #1 and more specifically described in **Exhibit N-5** and depicted on **Exhibit A-2**. The Annual Installment schedule for POD 2B-1 is included as **Exhibit J-2**. POD 2B-1 was originally owned by HMM/Stratford Elevon.

“POD 2B-2” means approximately 38.720 acres located within Improvement Area #2B and more specifically described in **Exhibit N-7** and depicted on **Exhibit A-2**. The Annual Installment schedule for POD 2B-2 is included as **Exhibit J-3**. POD 2B-2 is currently owned by HMM/Stratford Elevon.

“POD 2C” means approximately 77.398 acres located within Improvement Area #1 and more specifically described in **Exhibit N-5** and depicted on **Exhibit A-2**. The Annual Installment schedule for POD 2C is included as **Exhibit J-4**. POD 2C was originally owned partially by GRBK Edgewood and partially by UMH Development.

“POD 2D” means approximately 40.661 acres located within Improvement Area #1 and more specifically described in **Exhibit N-5** and depicted on **Exhibit A-2**. The Annual Installment schedule for POD 2D is included as **Exhibit J-5**. POD 2D was originally owned by Qualico.

“POD 2E” means approximately 65.340 acres located within Improvement Area #2A and more specifically described in **Exhibit N-6** and depicted on **Exhibit A-2**. The Annual Installment schedule for POD 2E is included as **Exhibit J-6**. POD 2E is currently owned partially by GRBK Edgewood and partially by UMH Development.

“Prepayment” means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

“Prepayment Costs” means interest, including Additional Interest and Annual Collection Costs, to the date of Prepayment.

“Qualico” means Qualico Developments (U.S.), Inc., a Delaware corporation, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users. Qualico was the original owner of POD 2D.

“Service and Assessment Plan” means this Elevon Public Improvement District Service and Assessment Plan as updated, amended, or supplemented from time to time.

“Service Plan” means the plan described in **Section IV** which covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements.

“Trustee” means the trustee or successor trustee under an Indenture.

“UMH Development” means UMH Development, LLC, a Texas limited liability company, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users. UMH Development was the original owner of approximately 14.381 acres in POD 2C and is the owner of approximately 12.972 acres in POD 2E.

“Zone 1” means approximately 376.758 acres located within the District and more specifically described in **Exhibit N-3** and depicted on **Exhibit A-2**. Zone 1 includes all of the District save and except the Future Improvement Area.

“Zone 1 Remainder Area” means approximately 104.06 acres located within the District, more specifically described in **Exhibit N-4** and depicted on **Exhibit A-2**. The Zone 1 Remainder Area includes all of Zone 1 save and except Improvement Area #1. The Zone 1 Remainder Area is being developed as Improvement Area #2A and Improvement Area #2B.

“Zone 1 Remainder Area Annual Installment” means the Annual Installment of the Zone 1 Remainder Area Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Zone 1 Remainder Area Assessments; and (4) Additional Interest related to the Zone 1 Remainder Area Bonds, if applicable, as shown on **Exhibit F-2**.

“Zone 1 Remainder Area Assessed Property” means any Parcel within the Zone 1 Remainder Area against which a Zone 1 Remainder Area Assessment is levied.

“Zone 1 Remainder Area Assessment” means an Assessment levied against Zone 1 Remainder Area Assessed Property, related to the Zone 1 Remainder Area Authorized Improvements, and imposed pursuant to the 2022 Assessment Ordinance and the provisions herein, as shown on the Zone 1 Remainder Area Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

“Zone 1 Remainder Area Assessment Roll” means the Assessment Roll for the Zone 1 Remainder Area Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Zone 1 Remainder Area Assessment Roll is included in this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds as **Exhibit F-1**.

“Zone 1 Remainder Area Authorized Improvements” means collectively, (1) the pro rata portion of the Zone 1 Improvements allocable to the Zone 1 Remainder Area; (2) the pro rata portion of the Offsite Improvements allocable to the Zone 1 Remainder Area; (3) the first year’s Annual Collection Costs related to the Zone 1 Remainder Area Assessments; and (4) Bond Issuance Costs incurred in connection with the issuance of the Zone 1 Remainder Area Bonds.

“Zone 1 Remainder Area Bonds” means those certain “City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2022 (Elevon Public Improvement District Zone 1 Remainder Area Project)” that are secured by Zone 1 Remainder Area Assessments.

“Zone 1 Remainder Area Initial Parcel” means all of the Zone 1 Remainder Area Assessed Property against which the entire Zone 1 Remainder Area Assessment is levied, as shown on the Zone 1 Remainder Area Assessment Roll.

“Zone 1 Improvements” means those Authorized Improvements that confer a special benefit to all of the Assessed Property within Zone 1, as further described in **Section III.A.** and depicted on **Exhibit K-1**.

SECTION II: THE DISTRICT

The District includes approximately 982.719 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit N-1** and depicted on **Exhibit A-1**.

The Zone 1 Remainder Area includes approximately 104.06 non-contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit N-4** and depicted on **Exhibit A-2**. The Zone 1 Remainder Area includes Improvement Area #2A and Improvement Area #2B. Development of the Zone 1 Remainder Area is fully platted and includes 453 Lots developed with single-family homes (101 single-family homes that are on Lots classified as Lot Type 8, 89 single-family homes that are on Lots classified as Lot Type 9, 42 single-family homes that are on Lots classified as Lot Type 10, 61 single-family homes that are on Lots classified as Lot Type 11, 115 single-family homes that are on Lots classified as Lot Type 12, and 45 single-family homes that are on Lots classified as Lot Type 13).

Improvement Area #1 includes approximately 272.698 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit N-5** and depicted on **Exhibit A-2**. Improvement Area #1 is fully platted and includes 937 Lots developed with single-family homes (76 single-family homes that are on Lots classified as Lot Type 1, 217 single-family homes that are on Lots classified as Lot Type 2, 69 single-family homes that are on Lots classified as Lot Type 3, 310 single-family homes that are on Lots classified as Lot Type 4, 44 single-family homes that are on Lots classified as Lot Type 5, 148 single-family homes that are on Lots classified as Lot Type 6, and 73 single-family homes that are on Lots classified as Lot Type 7.)

Improvement Area #2A includes approximately 65.34 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit N-6** and depicted on **Exhibit A-2**. Improvement Area #2A is fully platted and includes 190 Lots developed with single-family homes (42 single-family homes that are on Lots classified as Lot Type 8, 61 single-family homes that are on Lots classified as Lot Type 9, 115 single-family homes that are on Lots classified as Lot Type 10, and 45 single-family homes that are on Lots classified as Lot Type 11).

Improvement Area #2B includes approximately 38.72 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit N-7** and depicted on **Exhibit A-2**. Improvement Area #2B is fully platted and includes 263 Lots

developed with single-family homes (101 single-family homes that are on Lots classified as Lot Type 12, and 89 single-family homes that are on Lots classified as Lot Type 13).

SECTION III: AUTHORIZED IMPROVEMENTS

Based on information provided by the Owners and their engineers and reviewed by the City staff and by third-party consultants retained by the City, the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City except for various water improvements which will be owned and operated either by the Bear Creek SUD or the Nevada SUD, and will be constructed in accordance with the applicable SUD's regulations and requirements. The budget for the Authorized Improvements is shown on **Exhibit B-1**. The budget for the Authorized Improvements allocated by POD is shown on **Exhibit B-2** and **Exhibit B-3**.

A. Zone 1 Improvements

- *Streets*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Zone 1.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to all Lots within Zone 1.

- *Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Zone 1.

- *Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Zone 1.

- *ROW Areas*

Includes road right of way that benefits all Lots within Zone 1.

- *Soft Costs*

Costs related to designing, constructing, and installing the Zone 1 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, District Formation Costs, legal fees, and consultant fees.

B. Improvement Area #1 Improvements

- *Streets*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #1.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide water service to all Lots within Improvement Area #1.

- *Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #1.

- *Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as

all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #1.

- *ROW Areas*

Includes road right of way.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #1 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

C. Offsite Improvements

- *Streets*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within the District. Note certain offsite street improvements will be accepted by TxDOT.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide water service to all Lots within the District.

- *Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within the District.

- *Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances

required to provide storm drainage for all Lots within the District.

- *ROW Areas*

Includes road right of way.

- *Soft Costs*

Costs related to designing, constructing, and installing the Offsite Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal fees, District Formation Costs and consultant fees.

D. Improvement Area #2A Improvements

- *Streets*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #2A.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide water service to all Lots within Improvement Area #2A.

- *Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #2A.

- *Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #2A.

- *ROW Areas*

Includes road right of way.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #2A Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

E. Improvement Area #2B Improvements

- *Streets*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #2B.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide water service to all Lots within Improvement Area #2B.

- *Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #2B.

- *Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #2B.

- *ROW Areas*

Includes road right of way.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #2B Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

F. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*

Equals the amount required to be deposited for the purpose of paying capitalized interest on a series of PID Bonds under an applicable Indenture in connection with the issuance of such PID Bonds.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds, which includes a fee for underwriter's counsel.

- *Cost of Issuance*

Includes costs of issuing a particular series of PID Bonds, including but not limited to issuer fees, attorney's fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City's costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

G. Other Costs

- *Deposit to Administrative Fund*

Equals the amount necessary to fund the first year's Annual Collection Costs for a particular series of PID Bonds.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each

Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for Improvement Area #1 Improvement Area #2, and the Zone 1 Remainder Area. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds, and any future Annual Service Plan Updates, shall include a form of the buyer disclosure for the District. The buyer disclosures are attached hereto as **Appendix C**.

Exhibit D-1 summarizes the sources and uses of funds required to construct the Authorized Improvements. **Appendix B-2** and **B-3** summarized the sources and uses of funds by POD. The sources and uses of funds shown on **Exhibit D-1** shall be updated in an Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the City Council may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owners, and all future owners and developers of the Assessed Property.

A. Assessment Methodology

Acting in its legislative capacity and based on information provided by the Owners and their engineers and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined the following:

- The costs of the Zone 1 Remainder Area Authorized Improvements were allocated to each Parcel in the Zone 1 Remainder Area based upon Estimated Buildout Value of each Parcel designated as Zone 1 Remainder Area Assessed Property to the Estimated Buildout Value of all Zone 1 Remainder Area Assessed Property at the time the Service and Assessment Plan was approved. See **Exhibit B-3** for the allocation of the Zone 1 Remainder Area Authorized Improvements by POD.
- The costs of the Zone 1 Improvements and the Offsite Improvements were allocated to Improvement Area #1 and the Zone 1 Remainder Area based upon Estimated Buildout Value of each Parcel or Assessed Property to the Estimated Buildout Value of Zone 1 at the time the Service and Assessment Plan was approved. Currently, the Zone 1 Remainder Area is allocated 32.16% of the Zone 1 Improvement costs and the Offsite Improvement costs, and Improvement Area #1 is allocated 67.84% of the Zone 1 Improvement costs and the Offsite Improvement costs. The Zone 1 Remainder Area and Improvement Area #1's shares of the Zone 1 Improvement costs and the Offsite Improvement costs are illustrated in **Exhibit B-1**.
- The costs of the Improvement Area #1 Authorized Improvements were allocated to each Parcel within Improvement Area #1 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property at the time the Service and Assessment Plan was approved.
- The costs of the Improvement Area #2A Authorized Improvements were allocated to each Parcel within Improvement Area #2A based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #2A Assessed Property to the Estimated Buildout Value of all Improvement Area #2A Assessed Property at the time the 2024 Amended and Restated Service and Assessment Plan was approved. Currently, POD 2E is the only Parcel within Improvement Area #2A which receives benefit from the Improvement Area #2A Authorized Improvements, and as such, POD 2E is allocated 100% of the Improvement Area #2A Authorized Improvements.
- The costs of the Improvement Area #2B Authorized Improvements were allocated to each Parcel within Improvement Area #2B based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #2B Assessed Property to the Estimated

Buildout Value of all Improvement Area #2B Assessed Property at the time the 2024 Amended and Restated Service and Assessment Plan was approved. Currently, POD 2B-2 is the only Parcel within Improvement Area #2B which receives benefit from the Improvement Area #2B Authorized Improvements, and as such, POD 2B-2 is allocated 100% of the Improvement Area #2B Authorized Improvements.

B. Assessments

The Zone 1 Remainder Area Assessment has been levied on POD 2B-2 and POD 2E in the amounts shown on the Zone 1 Remainder Area Assessment Roll, attached hereto as **Exhibit F-1**. The projected Zone 1 Remainder Area Annual Installments are shown on **Exhibit F-2**. Upon division or subdivision of POD 2B-2 or POD 2E, the Zone 1 Remainder Area Assessment will be reallocated pursuant to **Section VI**.

The Improvement Area #1 Assessment has been levied on POD 2A, POD 2B-1, POD 2C and POD 2D in the amounts shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit G-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit G-2**.

The Improvement Area #2A Assessment has been levied on POD 2E in the amounts shown on the Improvement Area #2A Assessment Roll, attached hereto as **Exhibit H-1**. The projected Improvement Area #2A Annual Installments are shown on **Exhibit H-2**. Upon division or subdivision of POD 2E, the Improvement Area #2A Assessment will be reallocated pursuant to **Section VI**.

The Improvement Area #2B Assessment has been levied on POD 2B-2 in the amounts shown on the Improvement Area #2B Assessment Roll, attached hereto as **Exhibit I-1**. The projected Improvement Area #2B Annual Installments are shown on **Exhibit I-2**. Upon division or subdivision of POD 2B-2, the Improvement Area #2B Assessment will be reallocated pursuant to **Section VI**.

The Maximum Assessment for each Lot Type is shown on **Exhibit E-1**. In no case will the Assessment for Lots classified as Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, Lot Type 7, Lot Type 8, Lot type 9, Lot Type 10, Lot Type 11, Lot Type 12 or Lot Type 13, respectively, exceed the corresponding Maximum Assessment for each Lot classification.

C. Findings of Special Benefit

Acting in its legislative capacity and based on information provided by the Owners and their engineers and reviewed by the City staff and by third-party consultants retained by the City, the City Council has found and determined the following:

- *Zone 1 Remainder Area*

- At the time the Service and Assessment Plan was approved, the costs of the Zone 1 Remainder Area Authorized Improvements equaled \$8,046,000;
- The Zone 1 Remainder Area Assessed Property receives special benefit from the Zone 1 Remainder Area Authorized Improvements equal to or greater than the Actual Cost of the Zone 1 Remainder Area Authorized Improvements;
- POD 2B-2 and POD 2E have been allocated 100% of the Zone 1 Remainder Area Assessment levied for the Zone 1 Remainder Area Authorized Improvements, which equals \$8,046,000;
- The special benefit (\geq \$8,046,000) received by POD 2B-2 and POD 2E from the Zone 1 Remainder Area Authorized Improvements is greater than or equal to the amount of the Zone 1 Remainder Area Assessment (\$8,046,000) levied on POD 2B-2 and POD 2E for the Zone 1 Remainder Area Authorized Improvements; and
- At the time the City Council approved the Service and Assessment Plan, HMH/Stratford Elevon, GRBK Edgewood, and UMH Development owned 100% of POD 2B-2 and POD 2E. These landowners acknowledged that the Zone 1 Remainder Area Authorized Improvements confer a special benefit on POD 2B-2 and POD 2E and consented to the imposition of the Zone 1 Remainder Area Assessments to pay for the Actual Costs associated therewith. HMH/Stratford Elevon, GRBK Edgewood, and UMH Development have ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2022 Assessment Ordinance; (2) the Service and Assessment Plan and the 2022 Assessment Ordinance; and (3) the levying of the Zone 1 Remainder Area Assessment on PODs 2B-2 and 2E.

- *Improvement Area #1*

- At the time the Service and Assessment Plan was approved, the costs of the Improvement Area #1 Authorized Improvements equaled \$47,354,026;
- The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Authorized Improvements equal to or greater than the Actual Cost of the Improvement Area #1 Authorized Improvements;

- POD 2A, POD 2B-1, POD 2C and POD 2D have been allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Authorized Improvements, which equals \$41,333,000;
 - The special benefit (\geq \$47,354,026) received by POD 2A, POD 2B-1, POD 2C and POD 2D from the Improvement Area #1 Authorized Improvements is equal to or greater than the amount of the Improvement Area #1 Assessment (\$41,333,000) levied on POD 2A, POD 2B-1, POD 2C and POD 2D for the Improvement Area #1 Authorized Improvements; and
 - At the time the City Council approved the Service and Assessment Plan, K Hovnanian Homes, HMH/Stratford Elevon, GRBK Edgewood, UMH Development and Qualico owned 100% of POD 2A, POD 2B-1, POD 2C and POD 2D. These landowners acknowledged that the Improvement Area #1 Authorized Improvements confer a special benefit on POD 2A, POD 2B-1, POD 2C and POD 2D and consented to the imposition of the Improvement Area #1 Assessment to pay for the Actual Costs associated therewith. K Hovnanian Homes, HMH/Stratford Elevon, GRBK Edgewood, UMH Development and Qualico ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2022 Assessment Ordinance; (2) the Service and Assessment Plan and the 2022 Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on POD 2A, POD 2B-1, POD 2C and POD 2D.
- *Improvement Area #2A*
- At the time the 2024 Amended and Restated Service and Assessment Plan was approved, the costs of the Improvement Area #2A Authorized Improvements equaled \$11,337,100, as shown on **Exhibit B-1**;
 - The Improvement Area #2A Assessed Property receives special benefit from the Improvement Area #2A Authorized Improvements equal to or greater than the Actual Cost of the Improvement Area #2A Authorized Improvements;
 - POD 2B-2 has been allocated 100% of the Improvement Area #2A Assessment levied for the Improvement Area #2A Authorized Improvements, which equals \$7,514,043;
 - The special benefit (\geq \$11,337,100) received by POD 2E from the Improvement Area #2A Authorized Improvements is equal to or greater than the amount of the

Improvement Area #2A Assessment (\$7,514,043) levied on POD 2E for the Improvement Area #2A Authorized Improvements; and

- At the time the City Council approved the 2024 Amended and Restated Service and Assessment Plan, GRBK Edgewood, and UMH Development owned 100% of POD 2E. These landowners acknowledged that the Improvement Area #2A Authorized Improvements confer a special benefit on POD 2E and consented to the imposition of the Improvement Area #2A Assessment to pay for the Actual Costs associated therewith. GRBK Edgewood, and UMH Development ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2024 Assessment Ordinance; (2) the 2024 Amended and Restated Service and Assessment Plan and the 2024 Assessment Ordinance; and (3) the levying of the Improvement Area #2A Assessment on POD 2E.
- *Improvement Area #2B*
 - At the time the 2024 Amended and Restated Service and Assessment Plan was approved, the costs of the Improvement Area #2B Authorized Improvements equaled \$6,350,452, as shown on **Exhibit B-1**;
 - The Improvement Area #2B Assessed Property receives special benefit from the Improvement Area #2B Authorized Improvements equal to or greater than the Actual Cost of the Improvement Area #2B Authorized Improvements;
 - POD 2B-2 has been allocated 100% of the Improvement Area #2B Assessment levied for the Improvement Area #2B Authorized Improvements, which equals \$4,807,974;
 - The special benefit (\geq \$6,350,452) received by POD 2B-2 from the Improvement Area #2B Authorized Improvements is equal to or greater than the amount of the Improvement Area #2B Assessment (\$4,807,974) levied on POD 2B-2 for the Improvement Area #2B Authorized Improvements; and
 - At the time the City Council approved the 2024 Amended and Restated Service and Assessment Plan, HMH/Stratford Elevon owned 100% of POD 2B-2. These landowners acknowledged that the Improvement Area #2B Authorized Improvements confer a special benefit on POD 2B-2 and consented to the imposition of the Improvement Area #2B Assessment to pay for the Actual Costs associated therewith. HMH/Stratford Elevon ratified, confirmed, accepted, agreed

to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2024 Assessment Ordinance; (2) the 2024 Amended and Restated Service and Assessment Plan and the 2024 Assessment Ordinance; and (3) the levying of the Improvement Area #2B Assessment on POD 2B-2.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for annually by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments securing each respective series of PID Bonds may exceed the interest rate on each respective series of PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

Any reallocation of Assessments as described in this Section VI shall be considered an administrative action of the City and will not be subject to the notice or public hearing requirements under the PID Act.

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of a subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$A = B \times (C \div D)$

Where the terms have the following meanings:

- A = the Assessment for the newly divided Assessed Property
- B = the Assessment for the Assessed Property prior to division
- C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Owners. The Estimated Buildout Values for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, Lot Type 7, Lot Type 8, Lot Type 9, Lot Type 10, Lot Type 11, Lot Type 12, and Lot Type 13 are shown on **Exhibit E-1** and will not change in future Annual Service Plan Updates but **Exhibit E-1** may be updated in future Annual Service Plan Updates to account for additional Lot Types. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)] / E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefitted Property

E = the number of newly subdivided Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Owners shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the

recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Owners, regarding the Lot. The Estimated Buildout Values for Lot Type 1, Lot Type 2, Lot Type 3, Lot Type 4, Lot Type 5, Lot Type 6, Lot Type 7, Lot Type 8, Lot Type 9, Lot Type 10, Lot Type 11, Lot Type 12, and Lot Type 13 are shown on **Exhibit E-1** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated into a single Lot or Parcel, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update immediately following such consolidation. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.C**.

B. Mandatory Prepayment of Assessments

If an Assessed Property or a portion thereof is conveyed to a party that is exempt from payment of the Assessment under applicable law, or the owner causes a Lot, Parcel or portion thereof to become Non-Benefitted Property, the owner of such Lot, Parcel or portion thereof shall pay to the City, or cause to be paid to the City, the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to any such conveyance or act, and no such conveyance shall be effective until the City receives such payment. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable "Notice of Assessment Termination," a form of which is attached hereto as **Exhibit L**.

C. True-Up of Assessments if Maximum Assessment Exceeded at Plat

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment for that Lot Type, then (1) the Assessment applicable to each Lot Type shall each be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City, or cause to be paid to the City, the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the final plat. The City's approval of a plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such amounts. At no time shall the aggregate Assessments for any Lot exceed the Maximum Assessment.

D. Reduction of Assessments

If as a result of cost savings or the failure to construct all or a portion of an Authorized Improvement the Actual Costs of any Authorized Improvements are less than the Assessments, then (i) in the event PID Bonds have not been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the City Council shall reduce each Assessment on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that PID Bonds have been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the Trustee shall apply amounts on deposit in the applicable account of the project fund created under the Indenture relating to such series of PID Bonds that are not expected to be used for the purposes of the project fund as directed by the City pursuant to the terms of such Indenture. Such excess PID Bond proceeds may be used for any purpose authorized by such Indenture. The Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of any Assessed Property may, at any time, pay all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable "Notice of Assessment Termination."

If an Assessment on an Assessed Property is prepaid in part with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced on said Assessed Property and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

For purposes of Prepayments, Improvement Area #1 Additional Bonds will be on parity with the Improvement Area #1 Initial Bonds, and Zone 1 Remainder Area Bonds will be on parity with the Improvement Area #2A-2B Bonds.

For purposes of Prepayments, the Improvement Area #2A Reimbursement Obligation and the Improvement Area #2B Reimbursement Obligation are and will remain subordinated to the Improvement Area #2A-2B Bonds.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit F-2** shows the estimated Zone 1 Remainder Area Annual Installments, **Exhibit G-2** shows the estimated Improvement Area #1 Annual Installments, **Exhibit H-2** shows the estimated Improvement Area #2A Annual Installments, and **Exhibit I-2** shows the estimated Improvement Area #2B Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the Parcel not including any Non-Benefitted Property or Non-Assessed Property, as shown by the Collin Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each

Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. To the extent permitted by the PID Act or other applicable law, the City Council may provide for other means of collecting Annual Installments, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay any of the remaining unpaid Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The Annual Installments of the Improvement Area #1 Assessments, the Improvement Area #2A Assessments, the Improvement Area #2B Assessments and Zone 1 Remainder Area Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2025.

Failure of an owner of an Assessed Property to receive an invoice for an Annual Installment shall not relieve said owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

G. Allocating Improvement Area #1 Annual Installments

With regard to the payment of Annual Installments, Improvement Area #1 Additional Bonds will be on parity with the Improvement Area #1 Initial Bonds.

H. Allocating Improvement Area #2A Annual Installments

With regard to the payment of Annual Installments, and Zone 1 Remainder Area Bonds will be on parity with the Improvement Area #2A-2B Bonds.

Any amounts collected from the Improvement Area #2A Annual Installments paid by the owner of Improvement Area #2A Assessed Property shall be allocated, first on a pro rata basis to amounts due for the Zone 1 Remainder Area Bonds and the Improvement Area #2A-2B Bonds, including any amounts due for Additional Interest and Annual Collection Costs, and second to amounts due the Improvement Area #2A Reimbursement Obligation.

For example, if the owner of a Parcel owes an Improvement Area #2A Annual Installment of \$1,000, of which \$250 is due for the Zone 1 Remainder Area Bonds, \$250 is due for the Improvement Area #2A-2B Bonds, and \$500 is due for the Improvement Area #2A Reimbursement Obligation, then:

- If a partial Annual Installment of \$250 is made, \$125 shall be credited to the payment of Zone 1 Remainder Area Bonds, \$125 shall be credited to the payment of the Improvement Area #2A-2B Bonds, and \$0 shall be credited to the Improvement Area #2A Reimbursement Obligation.
- If a partial Annual Installment of \$500 is made, \$250 shall be credited to the payment of Zone 1 Remainder Area Bonds, \$250 shall be credited to the payment of the Improvement Area #2A-2B Bonds and \$0 shall be credited to the Improvement Area #2A Reimbursement Obligation.
- If a partial Annual Installment of \$750 is made, \$250 shall be credited to the payment of Zone 1 Remainder Area Bonds, \$250 shall be credited to the payment of the Improvement Area #2A-2B Bonds and \$250 shall be credited to the Improvement Area #2A Reimbursement Obligation.

With regard to the payment of Annual Installments, the Improvement Area #2A Reimbursement Obligation will remain subordinated to (i) the Zone 1 Remainder Area Bonds, (ii) the Improvement Area #2A-2B Bonds, and (iii) any additional PID Bonds secured by a parity lien on the Improvement Area #2A Assessments issued to refinance all or a portion of the Improvement Area #2A Reimbursement Obligation. With regard to the payment of Annual Installments, additional PID Bonds issued to refinance all or a portion of the Improvement Area #2A Reimbursement Obligation will be on parity with the Zone 1 Remainder Area Bonds and the Improvement Area #2A-2B Bonds.

I. Allocating Improvement Area #2B Annual Installments

With regard to the payment of Annual Installments, and Zone 1 Remainder Area Bonds will be on parity with the Improvement Area #2A-2B Bonds.

Any amounts collected from the Improvement Area #2B Annual Installments paid by the owner of Improvement Area #2B Assessed Property shall be allocated, first on a pro rata basis to amounts due for the Zone 1 Remainder Area Bonds and the Improvement Area #2A-2B Bonds, including any amounts due for Additional Interest and Annual Collection Costs, and second to amounts due the Improvement Area #2B Reimbursement Obligation.

For example, if the owner of a Parcel owes an Improvement Area #2B Annual Installment of \$1,000, of which \$250 is due for the Zone 1 Remainder Area Bonds, \$250 is due for the Improvement Area #2A-2B Bonds, and \$500 is due for the Improvement Area #2B Reimbursement Obligation, then:

- If a partial Annual Installment of \$250 is made, \$125 shall be credited to the payment of Zone 1 Remainder Area Bonds, \$125 shall be credited to the payment of the Improvement Area #2A-2B Bonds, and \$0 shall be credited to the Improvement Area #2B Reimbursement Obligation.
- If a partial Annual Installment of \$500 is made, \$250 shall be credited to the payment of Zone 1 Remainder Area Bonds, \$250 shall be credited to the payment of the Improvement Area #2A-2B Bonds and \$0 shall be credited to the Improvement Area #2B Reimbursement Obligation.
- If a partial Annual Installment of \$750 is made, \$250 shall be credited to the payment of Zone 1 Remainder Area Bonds, \$250 shall be credited to the payment of the Improvement Area #2A-2B Bonds and \$250 shall be credited to the Improvement Area #2B Reimbursement Obligation.

With regard to the payment of Annual Installments, the Improvement Area #2B Reimbursement Obligation will remain subordinated to (i) the Zone 1 Remainder Area Bonds, (ii) the Improvement Area #2A-2B Bonds, and (iii) any additional PID Bonds secured by a parity lien on the Improvement Area #2B Assessments issued to refinance all or a portion of the Improvement Area #2B Reimbursement Obligation. With regard to the payment of Annual Installments, additional PID Bonds issued to refinance all or a portion of the Improvement Area #2B Reimbursement Obligation will be on parity with the Zone 1 Remainder Area Bonds and the Improvement Area #2A-2B Bonds.

J. Prepayment as a Result of an Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a “**Taking**”), the portion of the Assessed Property that was taken or transferred (the “**Taken Property**”) shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the “**Remaining Property**”), following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay, pursuant to the terms of this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds, as updated, and the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the Assessment on the Remaining Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the applicable Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres constituting the Remaining Property shall be subject to the \$100 Assessment (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum

Assessment, as applicable, on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Remaining Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the applicable Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Assessment on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

The Zone 1 Remainder Area Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Zone 1 Remainder Area Assessment Roll and Zone 1 Remainder Area Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #1 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #2A Assessment Roll is attached as **Exhibit H-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #2A Assessment Roll and Improvement Area #2A Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #2B Assessment Roll is attached as **Exhibit I-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #2B Assessment Roll and Improvement Area #2B Annual Installments for each Parcel as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council's approval of the calculation. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds. Interpretations of this 2024 Amended and Restated Service

and Assessment Plan - Improvement Area #2A-2B Bonds by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners of Assessed Property and developers and their successors and assigns.

D. Form of Buyer Disclosure/Filing Requirements

Per Section 5.014 of the Texas Property Code, as amended, this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix C**. Within seven days of approval by the city Council, the City shall file and record in the real property records of the County the 2024 Assessment Ordinance, or any future Annual Service Plan Updates. The executed 2024 Assessment Ordinance, including any attachments, approving this 2024 Amended and Restated Service an Assessment Plan – Improvement Area #2A-2B Bonds or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

EXHIBITS

The following Exhibits are attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds for all purposes:

Exhibit A-1	Map of the District
Exhibit A-2	Map of the Future Improvement Area, Zone 1, Improvement Area #1, Improvement Area #2A, Improvement Area #2B, the Zone 1 Remainder Area, and PODs.
Exhibit A-3	Lot Type Classification Map
Exhibit A-4	Improvement Area #1 Plats
Exhibit A-5	Improvement Area #2A Plat
Exhibit A-6	Improvement Area #2B Plat
Exhibit B-1	Project Costs
Exhibit B-2	Improvement Area #1 Authorized Improvements by POD
Exhibit B-3	Improvement Area #2A Authorized Improvements, Improvement Area #2B Authorized Improvements and Zone 1 Remainder Area Authorized Improvements by POD
Exhibit C	Service Plan
Exhibit D-1	Sources and Uses of Funds
Exhibit D-2	Improvement Area #1 Assessment Reduction
Exhibit D-3	Improvement Area #2A and Improvement Area #2B Assessment Reduction
Exhibit E-1	Maximum Assessment and Tax Rate Equivalent
Exhibit E-2	POD Allocation
Exhibit F-1	Zone 1 Remainder Area Assessment Roll
Exhibit F-2	Zone 1 Remainder Area Annual Installments
Exhibit G-1	Improvement Area #1 Assessment Roll
Exhibit G-2	Improvement Area #1 Annual Installments
Exhibit H-1	Improvement Area #2A Assessment Roll
Exhibit H-2	Improvement Area #2A Annual Installments
Exhibit I-1	Improvement Area #2B Assessment Roll
Exhibit I-2	Improvement Area #2B Annual Installments
Exhibit J-1	POD 2A Annual Installments
Exhibit J-2	POD 2B-1 Annual Installments
Exhibit J-3	POD 2B-2 Annual Installments
Exhibit J-4	POD 2C Annual Installments

Exhibit J-5	POD 2D Annual Installments
Exhibit J-6	POD 2E Annual Installments
Exhibit K-1	Maps of Zone 1 Improvements and Offsite Improvements
Exhibit K-2	Maps of Improvement Area #1 Improvements
Exhibit K-3	Maps of Improvement Area #2A Improvements and Improvement Area #2B Improvements
Exhibit L	Form of Notice of Assessment Termination
Exhibit M-1	Debt Service Schedules for Zone 1 Remainder Area Bonds
Exhibit M-2	Debt Service Schedule for Improvement Area #1 Initial Bonds
Exhibit M-3	Debt Service Schedule for Improvement Area #1 Additional Bonds
Exhibit M-4	Debt Service Schedule for Improvement Area #2A-2B Bonds
Exhibit M-5	Annual Installment Schedule for the Improvement Area #2A Reimbursement Obligation
Exhibit M-6	Annual Installment Schedule for the Improvement Area #2B Reimbursement Obligation
Exhibit N-1	District Legal Description
Exhibit N-2	Future Improvement Area Legal Description
Exhibit N-3	Zone 1 Legal Description
Exhibit N-4	Zone 1 Remainder Area Legal Description
Exhibit N-5	Improvement Area #1 Legal Description
Exhibit N-6	Improvement Area #2A Legal Description
Exhibit N-7	Improvement Area #2B Legal Description

APPENDICES

The following Appendices are attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan - Improvement Area #2A-2B Bonds for all purposes:

Appendix A	Engineer's Report
Appendix B	Sources and Uses by POD
Appendix C	Buyer Disclosures

EXHIBIT A-1 – MAP OF THE DISTRICT

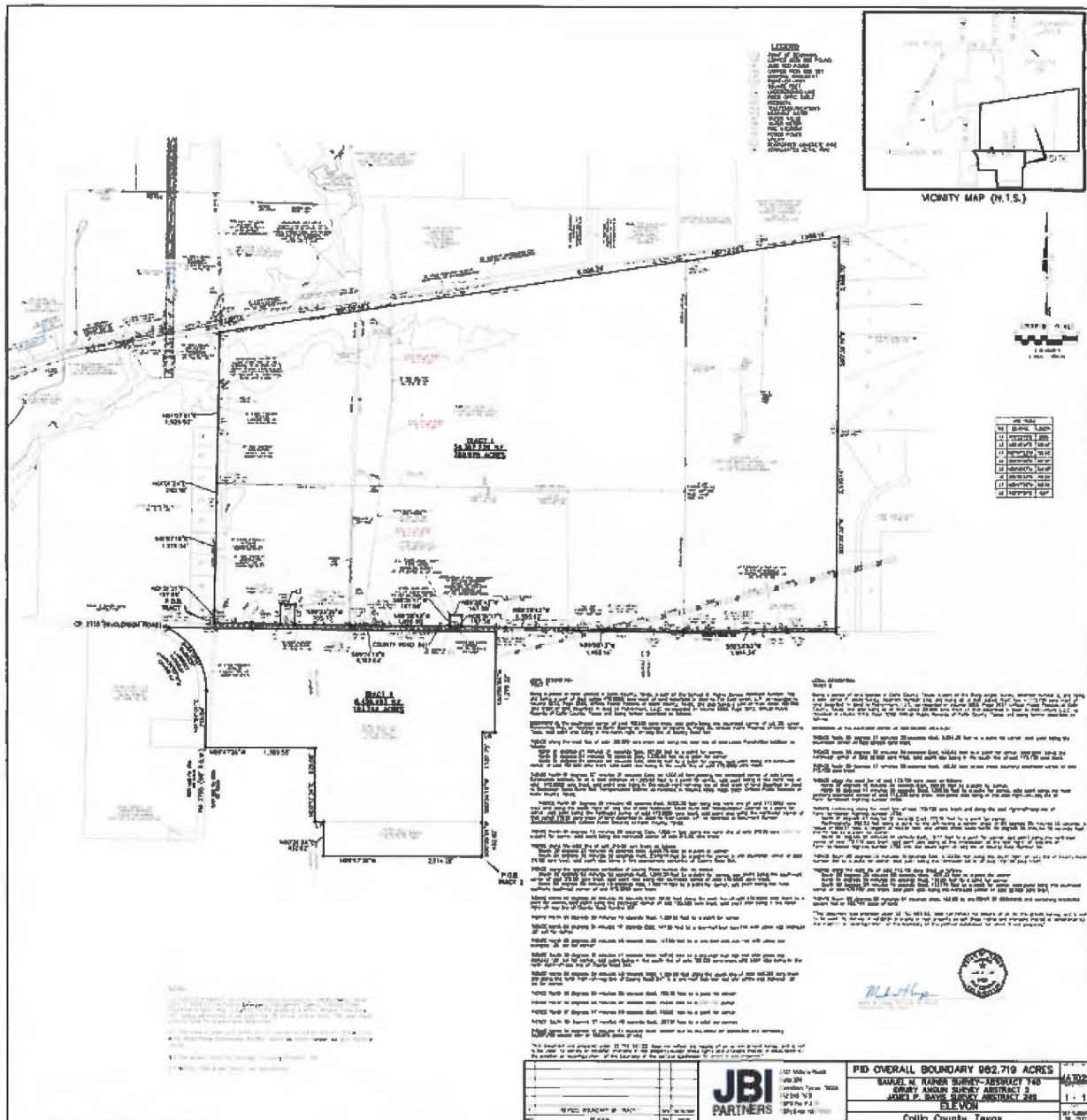
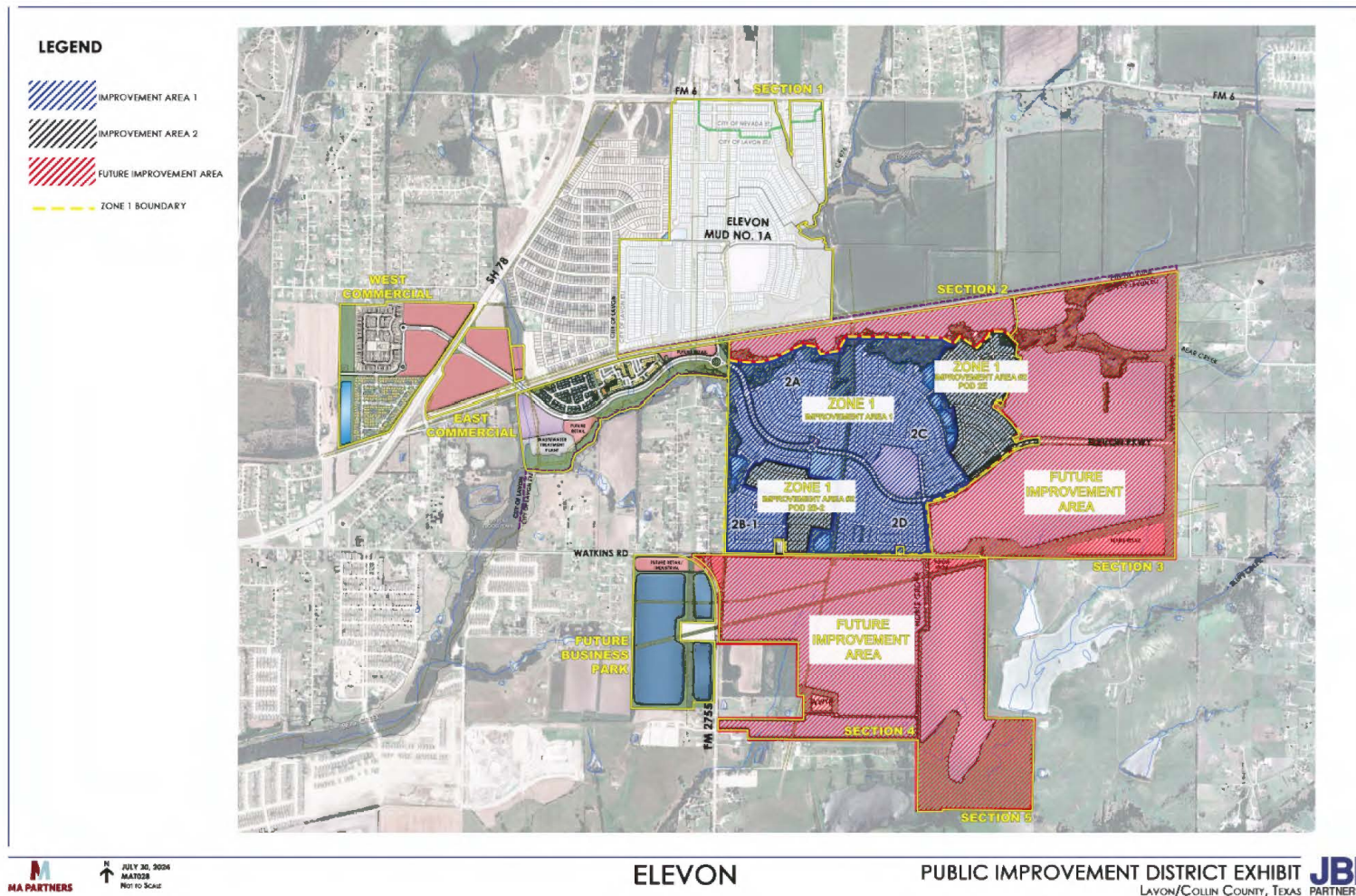


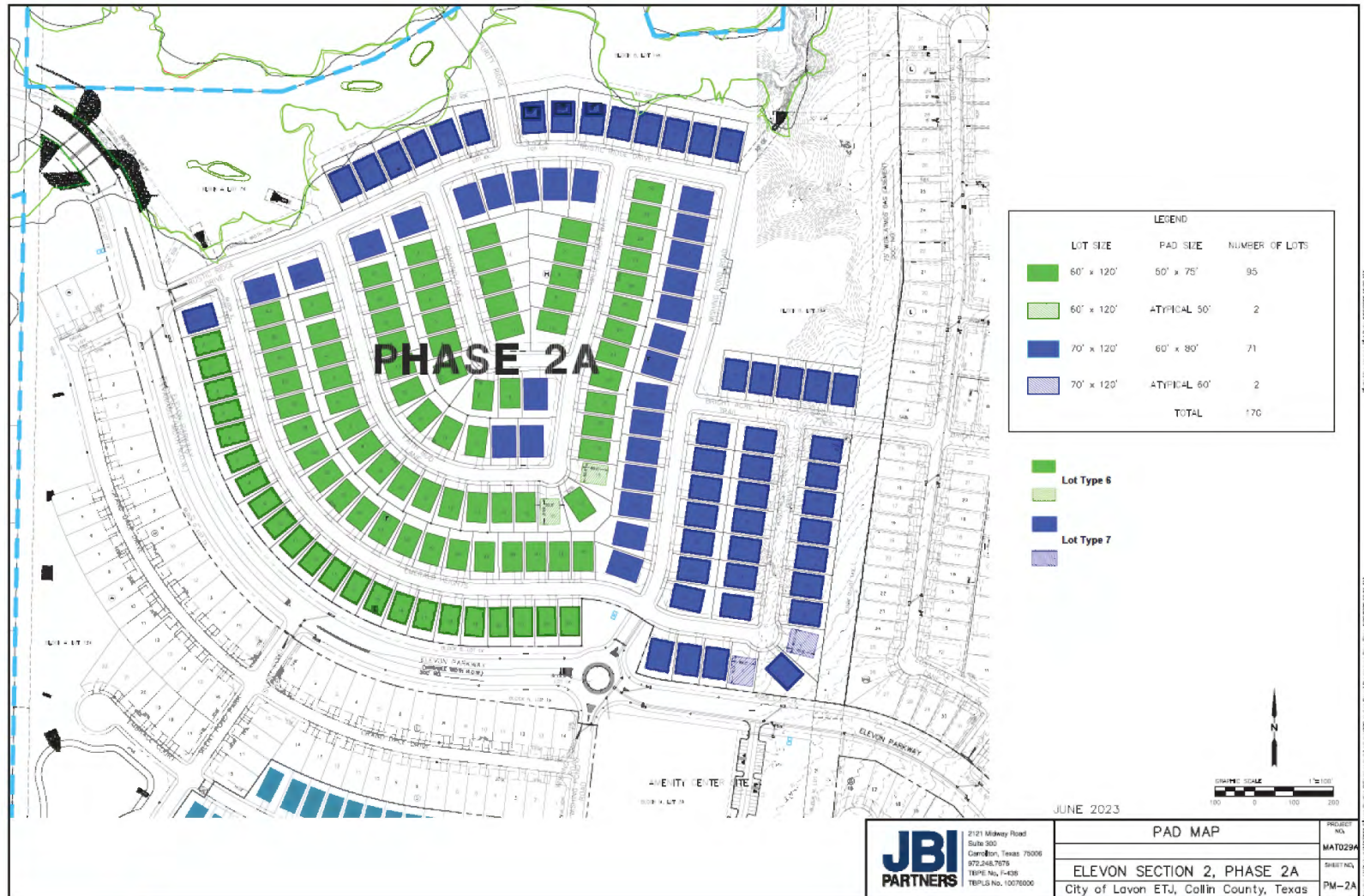
EXHIBIT A-2 – MAP OF THE FUTURE IMPROVEMENT AREA, ZONE 1, THE ZONE 1 REMAINDER AREA, IMPROVEMENT AREA #1, IMPROVEMENT AREA #2A, IMPROVEMENT AREA #2B, AND PODS



ELEVON PUBLIC IMPROVEMENT DISTRICT
2024 PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN – IMPROVEMENT AREA
#2A-2B BONDS

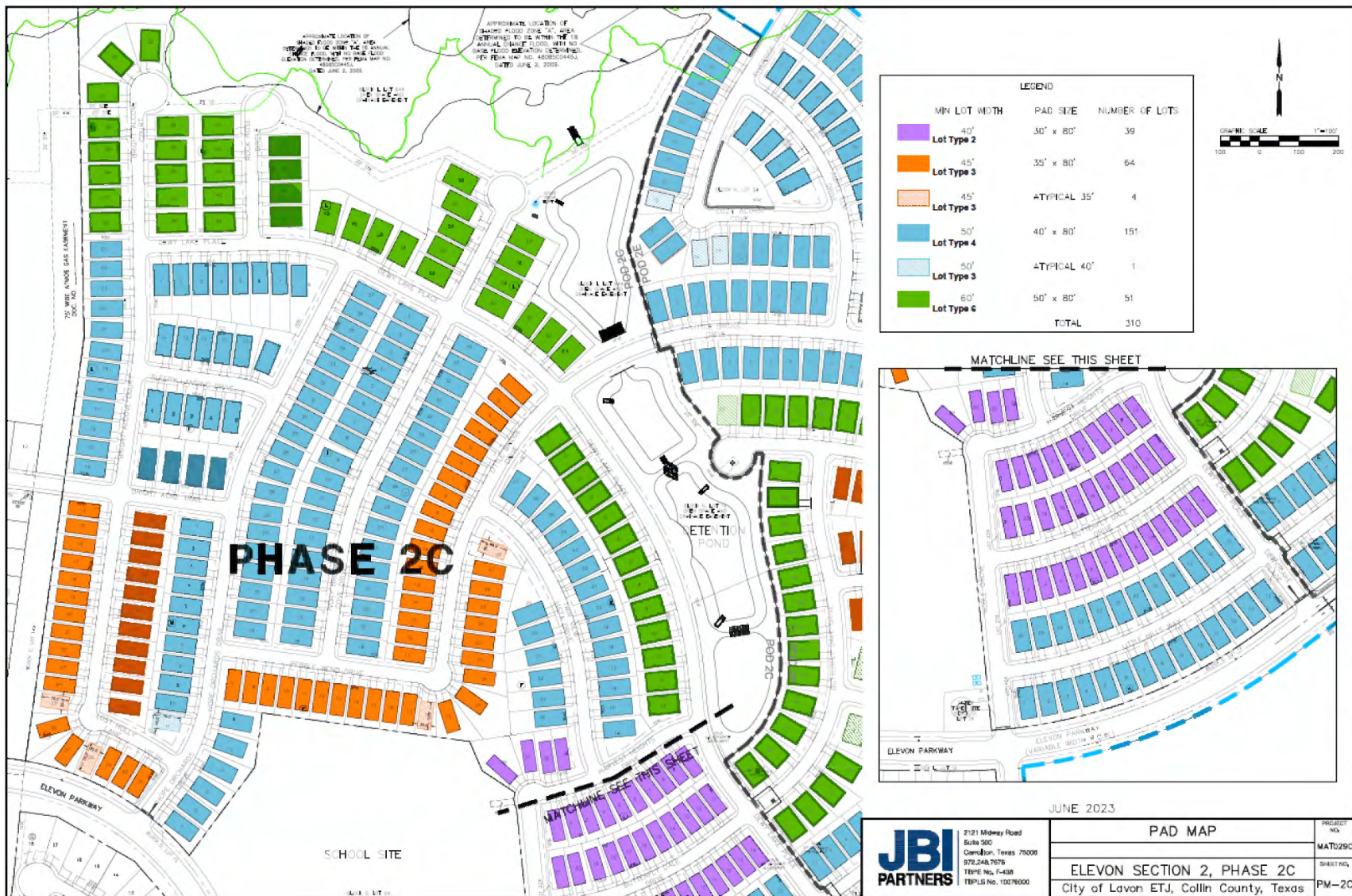
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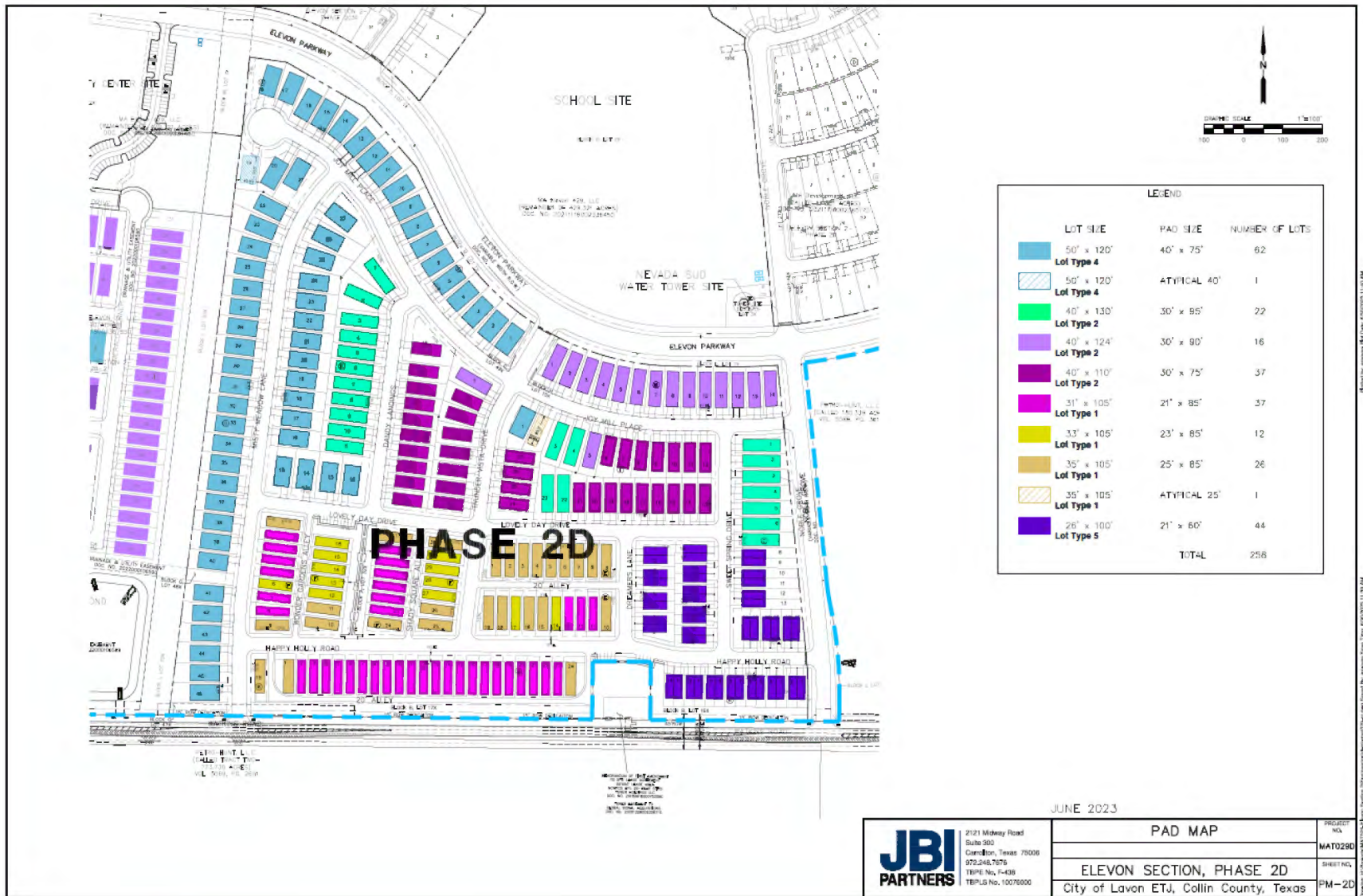
EXHIBIT A-3 – LOT TYPE CLASSIFICATION MAPS

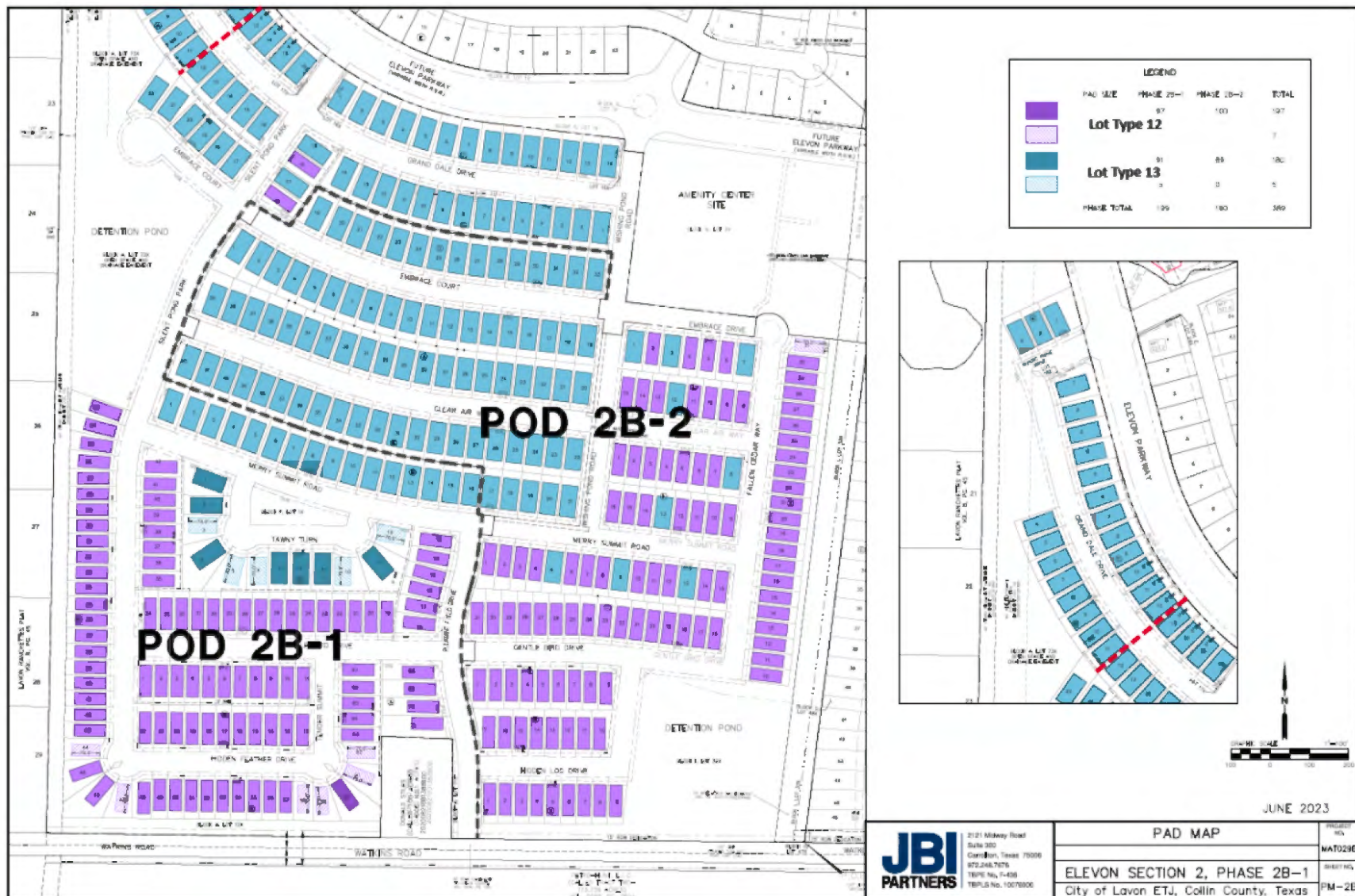


ELEVON PUBLIC IMPROVEMENT DISTRICT
2024 PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN – IMPROVEMENT AREA
#2A-2B BONDS

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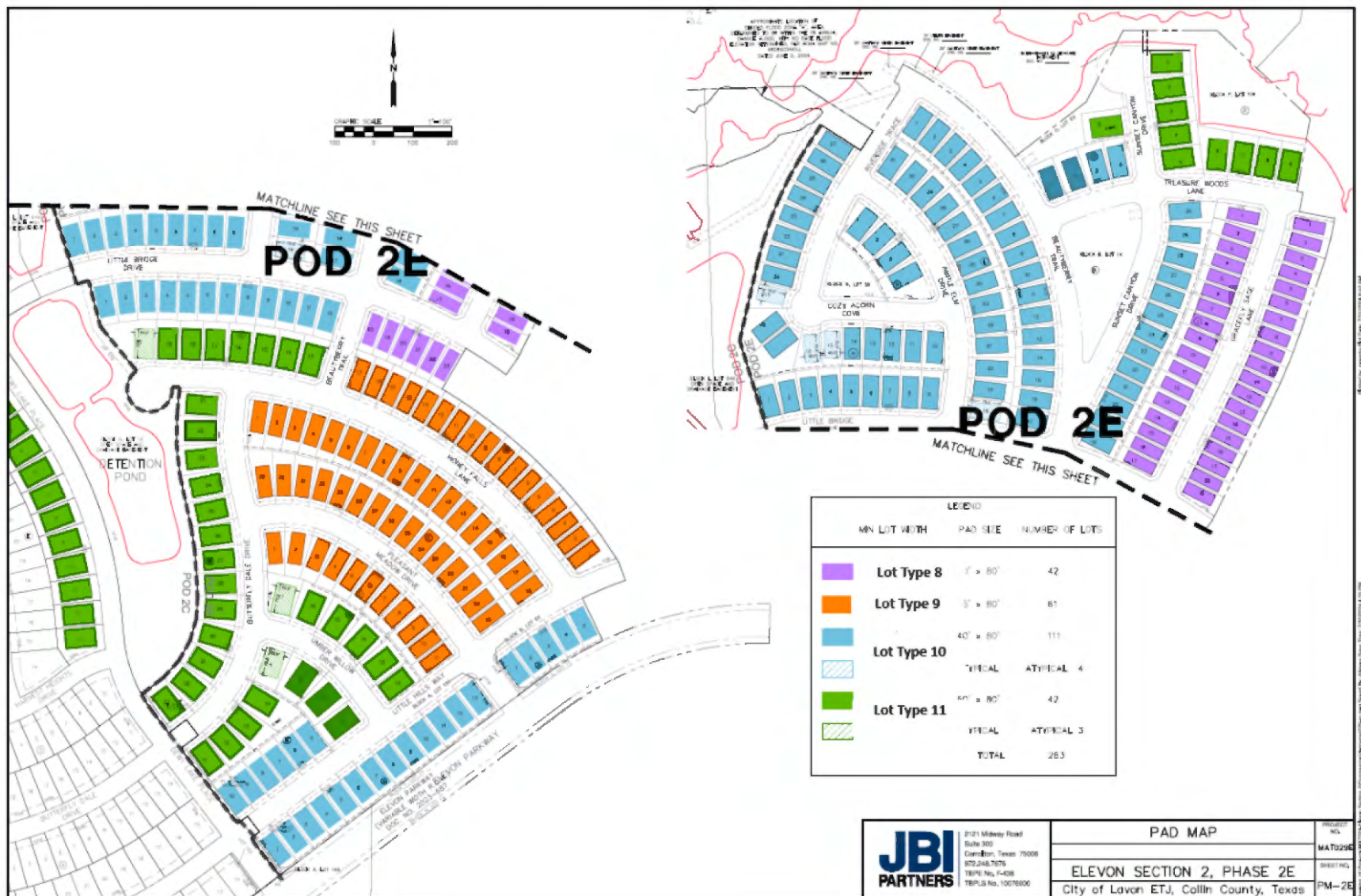
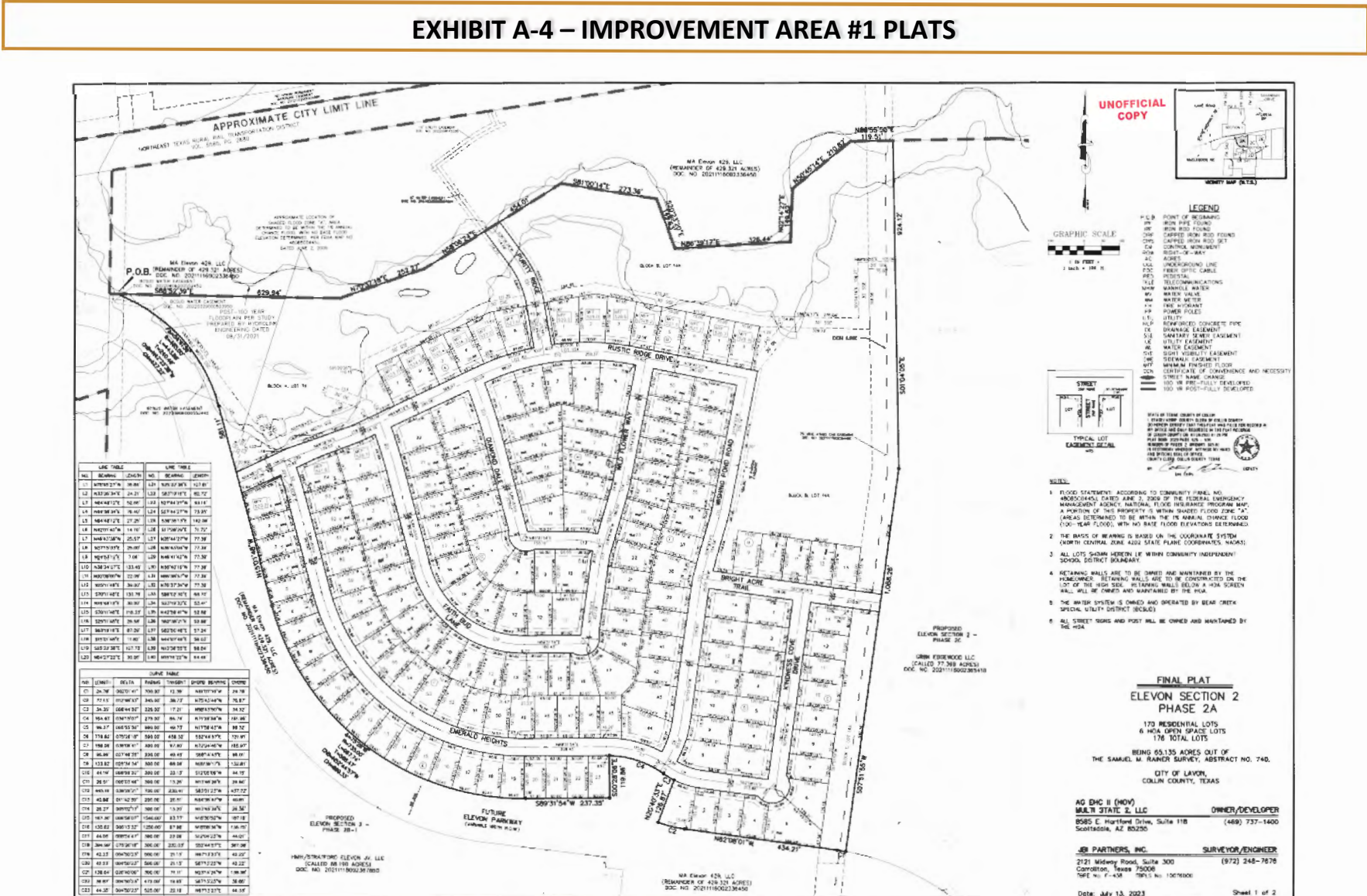
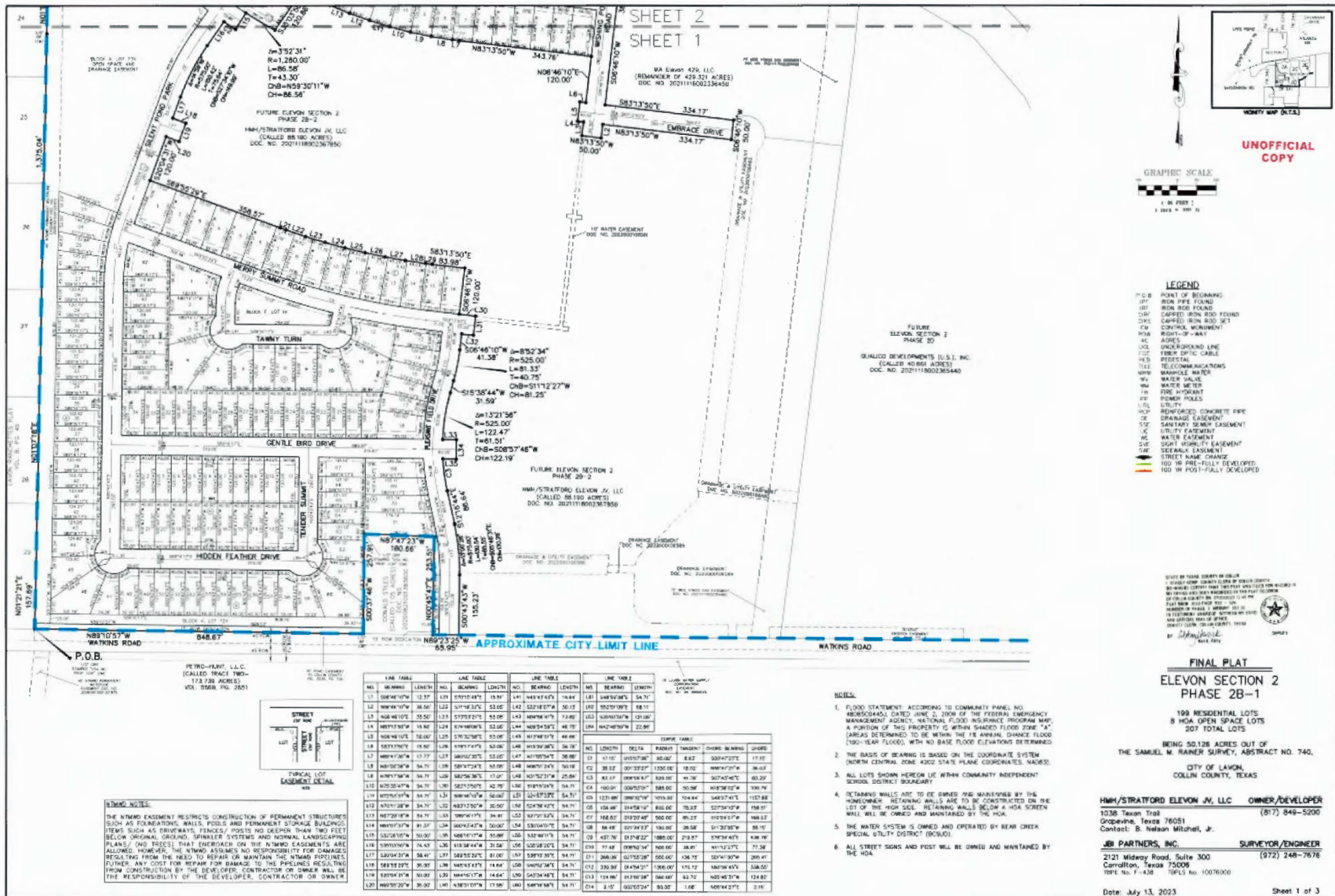


EXHIBIT A-4 – IMPROVEMENT AREA #1 PLATS



ELEVON PUBLIC IMPROVEMENT DISTRICT 2024 PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN – IMPROVEMENT AREA #2A-2B BONDS	55
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ELEVON PUBLIC IMPROVEMENT DISTRICT
2024 PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN – IMPROVEMENT AREA 55



ELEVON PUBLIC IMPROVEMENT DISTRICT
 2024 PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN - IMPROVEMENT AREA
 #2A-2B BONDS

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ELEVON PUBLIC IMPROVEMENT DISTRICT
2024 PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN – IMPROVEMENT AREA
#2A-2B BONDS

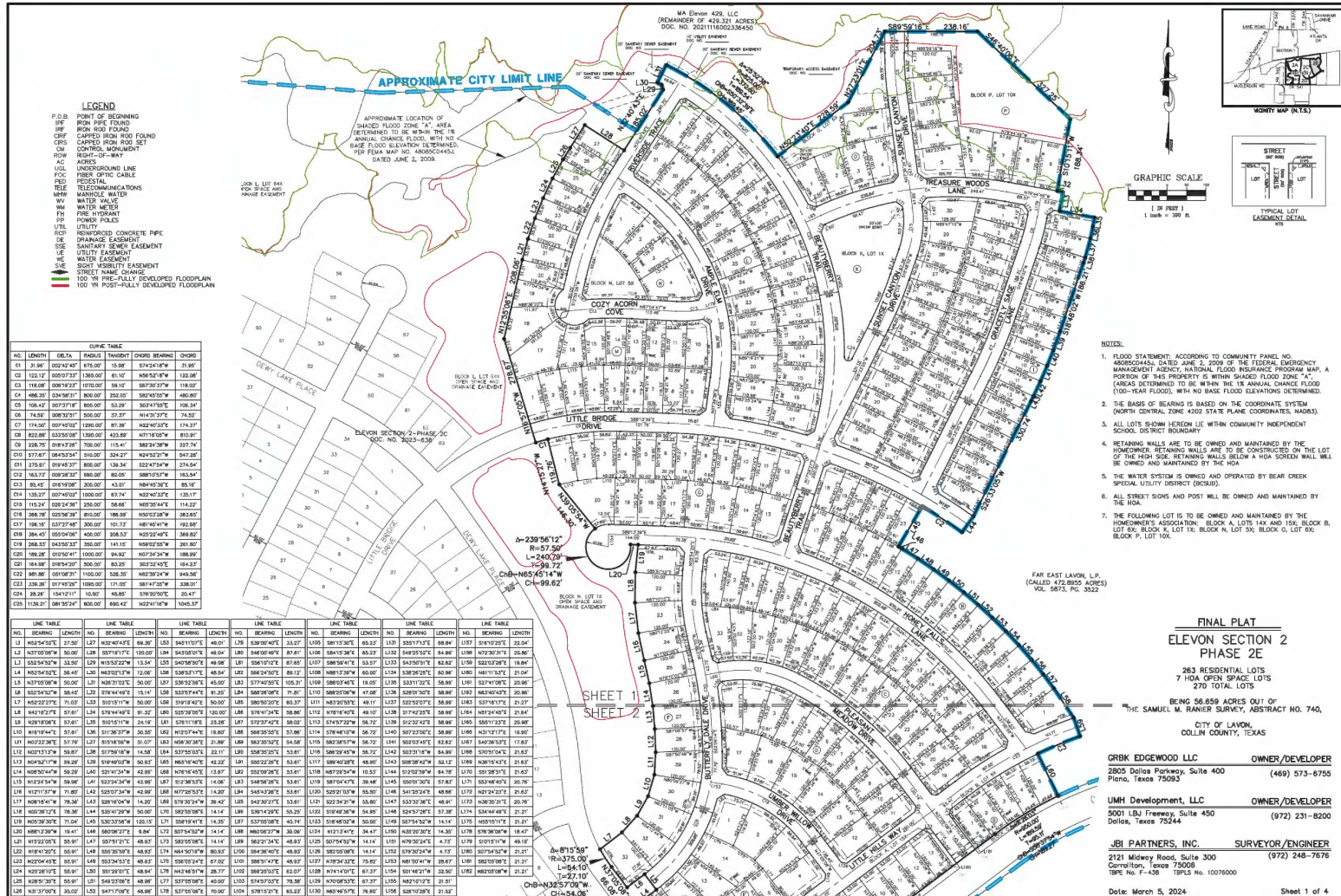
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EXHIBIT A-5 – IMPROVEMENT AREA #2A PLAT



ELEVATION PUBLIC IMPROVEMENT DISTRICT
2024 PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN – IMPROVEMENT AREA
#2A-2B BONDS

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LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES
A-1	6,000	0.138	C-28	6,016	0.138	F-28	5,278	0.167	H-21	5,000	0.116	J-25	6,334	0.145	M-9	7,366	0.169
A-2	6,360	0.146	C-27	6,016	0.138	F-29	6,516	0.188	H-22	5,001	0.116	J-26	6,284	0.144	M-10	7,960	0.183
A-3	6,360	0.146	C-28	6,043	0.138	F-30	6,621	0.188	H-23	5,001	0.116	J-27	6,080	0.136	M-11	6,360	0.146
A-4	6,360	0.146	C-29	5,824	0.138	F-31	6,621	0.188	I-1	6,112	0.140	J-28	7,005	0.181	M-12	6,501	0.138
A-5	6,360	0.146	C-30	5,813	0.137	F-32	6,621	0.188	I-2	5,481	0.139	J-29	7,473	0.172	M-13	6,594	0.140
A-6	6,360	0.146	C-31	6,227	0.143	F-33	6,465	0.217	I-3	4,900	0.112	J-30	6,521	0.188	M-14	6,289	0.145
A-7	6,360	0.146	C-32	6,696	0.154	G-1	6,634	0.150	I-4	4,980	0.114	K-1	47,711	1.085	M-15	6,219	0.143
A-8	6,360	0.146	C-33	6,016	0.207	G-2	6,528	0.150	I-5	4,900	0.110	L-1	7,412	0.170	M-16	6,662	0.153
A-9	6,360	0.146	D-1	9,627	0.228	G-3	6,538	0.150	I-6	4,900	0.110	L-2	6,478	0.149	M-17	12,669	0.294
A-10	6,360	0.146	D-2	9,262	0.213	G-4	6,085	0.140	I-7	5,238	0.130	L-3	6,473	0.148	M-18	10,364	0.238
A-11	6,360	0.146	D-3	6,141	0.210	G-5	5,995	0.138	I-8	5,135	0.118	L-4	6,475	0.149	M-19	6,548	0.150
A-12	6,360	0.146	D-4	6,137	0.210	G-6	6,107	0.140	I-9	4,834	0.113	L-5	6,478	0.149	M-20	6,059	0.139
A-13	6,338	0.145	D-5	6,716	0.200	G-7	6,249	0.143	I-10	4,938	0.113	L-6	6,474	0.149	M-21	6,270	0.144
A-14	1,290	0.028	D-6	6,330	0.192	G-8	6,255	0.144	I-11	4,938	0.113	L-7	6,472	0.149	M-22	4,269	0.144
A-15	1,263	0.028	D-7	6,550	0.150	G-9	6,255	0.144	I-12	4,947	0.111	L-8	6,471	0.149	M-23	6,269	0.144
B-1	5,875	0.135	D-8	6,438	0.125	G-10	6,382	0.144	I-13	4,900	0.110	L-9	6,471	0.149	M-24	6,289	0.144
B-2	6,280	0.144	D-9	6,588	0.151	G-11	6,352	0.144	I-14	4,900	0.110	L-10	6,473	0.149	M-25	6,289	0.144
B-3	6,312	0.145	D-10	6,587	0.149	G-12	7,338	0.173	I-15	4,900	0.110	L-11	6,476	0.149	M-26	6,490	0.144
B-4	6,312	0.145	D-11	6,102	0.140	G-13	6,666	0.199	I-16	4,900	0.110	L-12	6,441	0.148	M-27	6,000	0.138
B-5	6,312	0.145	D-12	6,216	0.143	G-14	7,433	0.171	I-17	4,900	0.110	L-13	6,507	0.149	M-1	9,753	0.224
B-6	875	0.019	D-13	6,320	0.145	G-15	7,433	0.171	I-18	4,900	0.110	L-14	6,473	0.149	M-2	7,367	0.170
C-1	6,581	0.186	D-14	6,544	0.150	G-16	7,433	0.171	I-19	6,613	0.152	L-15	6,477	0.149	M-3	7,570	0.174
C-2	6,638	0.153	D-15	7,288	0.167	G-17	7,468	0.174	J-1	7,571	0.174	L-16	6,468	0.149	M-4	12,366	0.286
C-3	6,461	0.169	D-16	7,732	0.178	G-18	7,204	0.165	J-2	5,768	0.132	L-17	7,342	0.169	M-5	16,569	0.380
C-4	6,298	0.145	D-17	7,386	0.170	G-19	7,210	0.168	J-3	5,073	0.116	L-18	7,055	0.162	C-1	7,767	0.178
C-5	6,142	0.141	D-18	9,467	0.218	G-20	12,073	0.277	J-4	5,008	0.115	L-19	6,069	0.139	C-2	7,546	0.173
C-6	6,053	0.138	D-19	10,554	0.242	H-1	6,035	0.207	J-5	4,900	0.110	L-20	7,052	0.162	C-3	7,946	0.173
C-7	5,862	0.130	D-20	5,540	0.124	H-2	5,857	0.139	J-6	4,900	0.110	L-21	6,798	0.156	C-4	6,162	0.138
C-8	5,620	0.124	D-21	6,330	0.219	H-3	5,821	0.134	J-7	4,974	0.114	L-22	6,406	0.147	C-5	9,841	0.228
C-9	5,819	0.134	D-22	6,000	0.138	H-4	6,768	0.132	J-8	5,015	0.115	L-23	6,406	0.147	C-6	23,472	0.539
C-10	5,819	0.134	D-23	6,000	0.138	H-5	5,713	0.131	J-9	5,016	0.115	L-24	6,406	0.147	P-1	7,827	0.182
C-11	5,817	0.134	D-24	6,000	0.138	H-6	5,875	0.130	J-10	5,988	0.131	L-25	6,406	0.147	P-2	7,817	0.173
C-12	5,816	0.134	D-25	6,000	0.138	H-7	5,843	0.130	J-11	5,405	0.124	L-26	6,406	0.147	P-3	7,250	0.165
C-13	5,817	0.134	D-26	6,000	0.138	H-8	5,817	0.129	J-12	5,400	0.124	L-27	6,406	0.147	P-4	7,300	0.165
C-14	6,187	0.142	D-27	6,810	0.156	H-9	5,598	0.129	J-13	5,400	0.124	L-28	6,819	0.152	P-5	6,454	0.157
C-15	6,197	0.142	D-28	6,401	0.163	H-10	5,585	0.128	J-14	5,400	0.124	L-29	6,799	0.150	P-6	6,363	0.216
C-16	6,278	0.144	D-29	6,219	0.166	H-11	5,581	0.128	J-15	5,019	0.115	L-30	7,052	0.162	P-7	7,660	0.177
C-17	5,948	0.137	D-30	6,009	0.207	H-12	5,581	0.128	J-16	4,900	0.110	L-31	7,039	0.173	P-8	7,300	0.165
C-18	7,323	0.168	D-31	12,479	0.286	H-13	5,581	0.128	J-17	5,938	0.136	M-1	6,318	0.145	P-9	7,300	0.165
C-19	6,570	0.151	F-1	6,679	0.169	H-14	5,581	0.128	J-18	7,671	0.176	M-2	6,219	0.145	P-10	16,900	1.382
C-20	5,862	0.134	F-2	6,471	0.164	H-15	5,581	0.128	J-19	6,000	0.138	M-3	6,219	0.145			
C-21	5,189	0.114	F-3	6,471	0.164	H-16	5,581	0.128	J-20	6,000	0.138	M-4	6,300	0.145			
C-22	6,016	0.136	F-4	6,191	0.160	H-17	6,816	0.156	J-21	6,000	0.138	M-5	6,279	0.144			
C-23	6,016	0.136	F-5	7,480	0.172	H-18	6,303	0.145	J-22	6,000	0.138	M-6	5,991	0.138			
C-24	6,016	0.136	F-6	7,637	0.175	H-19	6,465	0.144	J-23	6,000	0.138	M-7	5,942	0.136			
C-25	6,016	0.136	F-7	7,637	0.175	H-20	4,999	0.115	J-24	6,324	0.145	M-8	6,083	0.139			

FINAL PLAT
ELEVON SECTION 2
PHASE 2E

263 RESIDENTIAL LOTS
7 HOA OPEN SPACE LOTS
270 TOTAL LOTS

BEING 58,659 ACRES OR OF
THE SAMUEL M. RANIER SURVEY, ABSTRACT NO. 740,
CITY OF LAYON,
COLLIN COUNTY, TEXAS

GRBK EDGEWOOD LLC **OWNER/DEVELOPER**
2805 Delco Parkway, Suite 400 (469) 573-6755
Plano, Texas 75093

UMH Development, LLC **OWNER/DEVELOPER**
5001 LBJ Freeway, Suite 450 (972) 231-8200
Dallas, Texas 75244

JBI PARTNERS, INC. **SURVEYOR/ENGINEER**
2121 Midway Road, Suite 300 (972) 248-7676
Carrollton, Texas 75006
TBP No. F-436 TSPS No. 10076000

Date: March 5, 2024

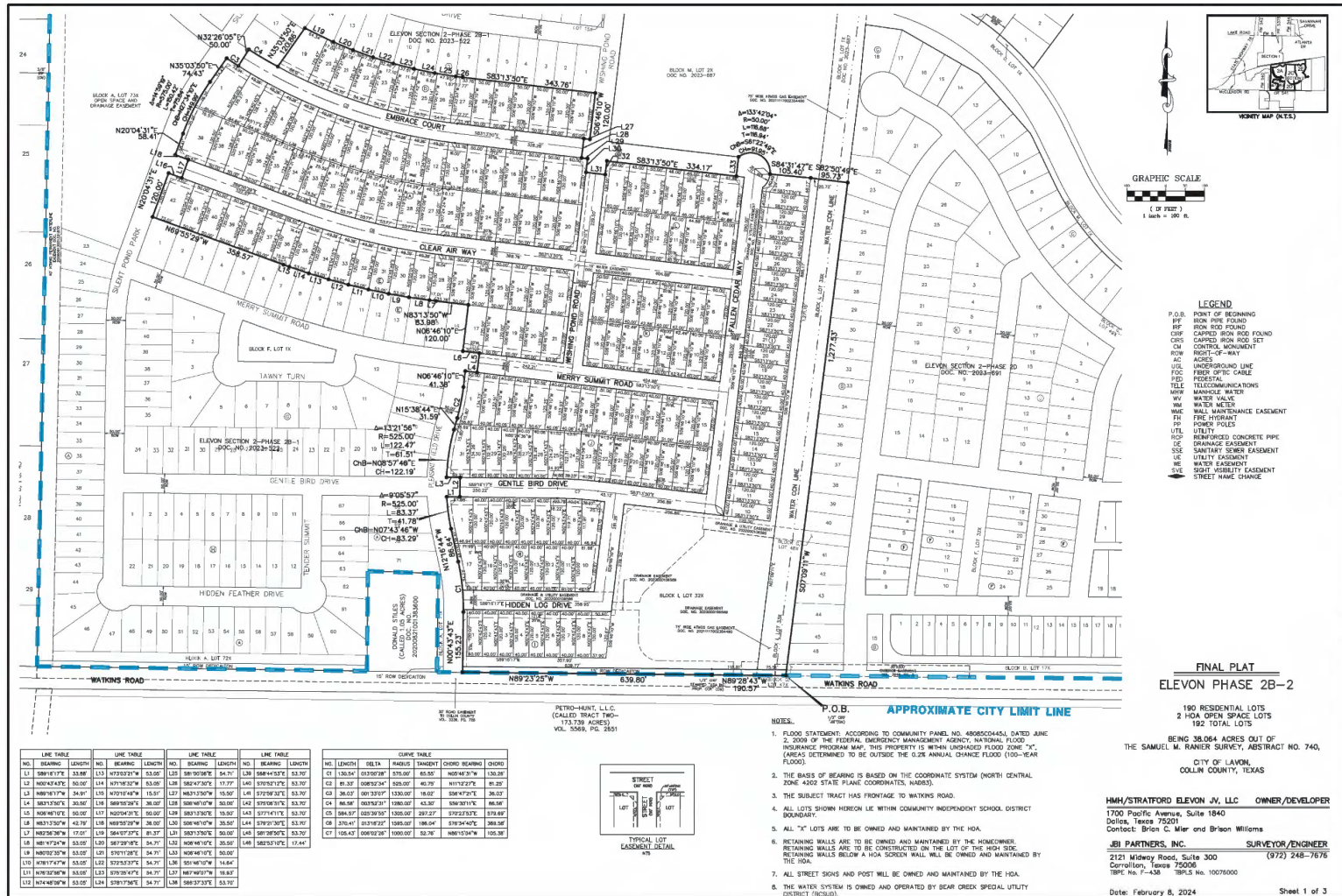
Sheet 3 of 4

Drawing is: Project\AM1026-Layon Section 2\Surveying\Long\AM1026-Phase 2E.dwg Saved By: mgroves Date: 3/5/2024 3:38 PM Plotted by: mgroves Plot Date: 3/5/2024 4:05 PM

ELEVON PUBLIC IMPROVEMENT DISTRICT
2024 PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN – IMPROVEMENT AREA
#2A-2B BONDS

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EXHIBIT A-6 – IMPROVEMENT AREA #2B PLAT



**ELEVON PUBLIC IMPROVEMENT DISTRICT
2024 PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN – IMPROVEMENT AREA
#2A-2B BONDS**

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LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES
A-1	11,144	0.256	A-29	6,287	0.139	D-29	6,000	0.138	E-27	6,000	0.138	I-2	4,800	0.110	J-28	4,900	0.110	J-29	5,400	0.124	F-10	4,800	0.110						
A-2	6,800	0.156	A-31	6,214	0.143	D-30	6,000	0.138	E-28	6,000	0.138	I-3	4,800	0.110	J-29	4,800	0.110	J-21	5,400	0.124	F-9	6,000	0.138						
A-3	6,470	0.148	A-30	6,214	0.143	D-31	6,000	0.138	E-29	6,000	0.138	I-30	4,800	0.110	J-30	4,800	0.110	J-22	5,413	0.124	L-1	7,200	0.163						
A-4	6,362	0.144	A-29	6,214	0.143	D-32	6,000	0.138	E-40	6,000	0.138	I-4	4,800	0.110	J-31	5,346	0.120	J-23	5,474	0.128	L-2	5,400	0.124						
A-5	6,189	0.142	A-30	6,214	0.143	D-33	7,200	0.163	E-41	6,000	0.138	I-7	4,800	0.110	J-32A	163,102	4.263	J-24	4,311	0.113	L-3	6,000	0.138						
A-6	6,189	0.142	A-31	6,213	0.143	E-17	6,000	0.138	E-42	6,762	0.151	I-8	4,800	0.110	J-33B	85,018	2.341	J-25	4,988	0.118	L-4	5,500	0.127						
A-7	6,189	0.142	A-32	6,213	0.143	E-18	6,000	0.138	H-1	7,106	0.163	I-9	5,210	0.125	J-1	7,080	0.163	A-28	6,000	0.138	L-5	5,500	0.127						
A-8	6,189	0.142	A-33	6,124	0.140	E-19	6,000	0.138	H-2	4,800	0.110	I-10	4,800	0.110	J-2	5,343	0.123	J-27	5,748	0.128	L-6	5,300	0.122						
A-9	6,189	0.142	A-34	6,024	0.138	E-20	6,000	0.138	H-3	4,800	0.110	I-11	4,800	0.110	J-3	5,259	0.121	J-28	5,229	0.120	L-7	7,428	0.170						
A-10	6,189	0.142	A-35	6,181	0.140	E-21	7,800	0.186	H-4	4,800	0.110	I-12	4,800	0.110	J-4	5,187	0.119	J-29	5,308	0.123	L-8	7,200	0.163						
A-11	6,189	0.142	A-36	6,288	0.144	E-22	7,200	0.163	H-5	4,800	0.110	I-13	4,800	0.110	J-5	5,079	0.117	J-30	6,619	0.158	L-9	4,800	0.110						
A-12	6,189	0.142	A-37	6,363	0.147	E-23	6,000	0.138	H-6	4,800	0.110	I-14	4,800	0.110	J-6	4,989	0.115	K-1	6,000	0.138	L-10	4,800	0.110						
A-13	6,057	0.138	A-38	6,476	0.148	E-24	6,000	0.138	H-7	4,786	0.110	I-15	4,800	0.110	J-7	4,900	0.112	K-2	4,800	0.110	L-11	5,040	0.118						
A-14	6,000	0.138	A-39	10,829	0.244	E-25	6,000	0.138	H-8	6,756	0.159	I-16	4,800	0.110	J-8	5,128	0.118	K-3	4,800	0.110	L-12	5,148	0.118						
A-15	6,000	0.138	W-9	149,079	3.404	E-26	6,000	0.138	H-9	6,101	0.141	I-17	4,800	0.110	J-9	5,400	0.124	K-4	5,148	0.118	L-13	4,800	0.110						
A-16	6,000	0.138	H-10	6,000	0.138	E-27	6,000	0.138	H-10	8,864	0.193	I-18	4,800	0.110	J-10	5,400	0.124	K-5	5,040	0.118	L-14	4,800	0.110						
A-17	6,000	0.138	D-20	6,288	0.144	E-28	6,047	0.139	H-11	4,800	0.110	I-19	4,800	0.110	J-11	5,600	0.124	K-6	4,800	0.110	L-15	6,000	0.138						
A-18	6,000	0.138	D-21	6,287	0.144	E-29	6,138	0.141	H-12	4,800	0.110	I-20	4,800	0.110	J-12	5,400	0.124	K-7	4,800	0.110									
A-19	7,200	0.163	D-22	6,287	0.144	E-30	6,138	0.141	H-13	4,800	0.110	I-21	4,800	0.110	J-13	4,800	0.110	K-8	7,200	0.163									
A-20	7,200	0.163	D-23	6,287	0.144	E-31	6,138	0.141	H-14	4,800	0.110	I-22	4,800	0.110	J-14	4,800	0.110	K-9	7,200	0.163									
A-21	6,000	0.138	D-24	6,287	0.144	E-32	6,138	0.141	H-15	4,800	0.110	I-23	4,800	0.110	J-15	7,200	0.163	K-10	4,800	0.110									
A-22	6,000	0.138	D-25	6,287	0.144	E-33	6,138	0.141	H-16	4,800	0.110	I-24	4,800	0.110	J-16	7,200	0.163	K-11	4,800	0.110									
A-23	6,000	0.138	J-26	4,368	0.114	E-34	6,138	0.141	H-17	7,086	0.163	I-25	4,800	0.110	J-17	6,800	0.150	K-12	5,940	0.138									
A-24	6,000	0.138	D-27	6,084	0.140	E-35	6,138	0.141	I-1	6,000	0.138	I-26	4,800	0.110	J-18	4,800	0.110	K-13	5,148	0.118									
A-25	6,000	0.138	D-28	6,000	0.138	E-36	6,084	0.139	I-2	4,800	0.110	I-27	4,800	0.110	J-19	5,400	0.124	K-14	4,800	0.110									

FINAL PLAT
ELEVON PHASE 2B-2

189 RESIDENTIAL LOTS
2 HOA OPEN SPACE LOTS
191 TOTAL LOTS

BEING 38.084 ACRES OUT OF
THE SAMUEL M. RANIER SURVEY, ABSTRACT NO. 740,
CITY OF LAYTON,
COLLIN COUNTY, TEXAS

HMH/STRATFORD ELEVON JV, LLC OWNER/DEVELOPER
1700 Pacific Avenue, Suite 1040
Dallas, Texas 75201
Contact: Brian C. Wier and Brian Williams

JBI PARTNERS, INC. SURVEYOR/ENGINEER
2121 Midway Road, Suite 300 (872) 248-7878
Carrollton, Texas 75006
TSP No. F-428 TSPS No. 10078000

Date: November 08, 2023 Sheet 2 of 3

ELEVON PUBLIC IMPROVEMENT DISTRICT
2024 PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN – IMPROVEMENT AREA
#2A-2B BONDS

APPENDIX C - Page 72

EXHIBIT B-1 – PROJECT COSTS

	Original Budget ^[a]	Updated Budget ^[b]	New Costs ^[c]	Private	Oversizing ^[d]	Non-Assessed Property ^[a]	PID Funded Costs Total
Zone 1 Improvements^[d]							
Streets ^[e]	\$ 5,039,515	\$ 8,452,317	\$ -	\$ -	\$ -	\$ 324,719	\$ 8,127,598
Water	1,589,146	3,034,496	-	-	-	116,579	2,917,917
Sewer	404,293	883,800	-	-	-	33,954	849,847
Drainage	521,867	668,532	-	-	-	25,684	642,849
ROW Areas	516,600	516,600	-	-	-	19,847	496,753
Soft Costs ^[f]	3,146,170	3,680,469	-	-	-	141,396	3,539,074
	<u>\$ 11,217,591</u>	<u>\$ 17,236,215</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 662,177</u>	<u>\$ 16,574,038</u>
Improvement Area #1 Improvements							
Streets	\$ 11,958,818	\$ 12,994,558	\$ -	\$ -	\$ -	\$ 22,432	\$ 12,972,126
Water	3,498,472	5,134,621	-	-	-	-	5,134,621
Sewer	3,139,817	4,855,647	-	-	-	-	4,855,647
Drainage	3,910,796	4,816,335	-	-	-	20,625	4,795,710
ROW Areas	2,030,580	2,030,580	-	-	-	-	2,030,580
Soft Costs ^[g]	4,716,434	4,755,915	-	-	-	-	4,755,915
	<u>\$ 29,254,917</u>	<u>\$ 34,587,657</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 43,057</u>	<u>\$ 34,544,600</u>
Offsite Improvements^[d]							
Streets	\$ 2,224,177	\$ 4,987,264	\$ -	\$ -	\$ 104,016	\$ 85,448	\$ 4,797,800
Water	1,079,834	2,769,049	-	-	53,992	41,485	2,673,572
Sewer	651,090	1,498,418	-	-	31,004	25,013	1,442,401
Wastewater Plant Site	233,550	233,550	-	-	-	8,972	224,578
Drainage	872,150	2,839,222	-	-	41,531	33,506	2,764,185
ROW Areas	1,604,800	1,604,800	-	-	-	61,653	1,543,147
Soft Costs ^[f]	1,691,395	2,327,509	-	-	-	64,980	2,262,529
	<u>\$ 8,356,996</u>	<u>\$ 16,259,812</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 230,543</u>	<u>\$ 321,057</u>	<u>\$ 15,708,212</u>
Improvement Area #2A Improvements							
Streets ^[h]	\$ -	\$ -	\$ 3,662,147	\$ -	\$ -	\$ -	\$ 3,662,147
Water	-	-	1,930,772	-	-	-	1,930,772
Sewer	-	-	1,419,397	-	-	-	1,419,397
Drainage	-	-	1,044,487	-	-	-	1,044,487
ROW Areas	-	-	692,910	-	-	-	692,910
Soft Costs ^[g]	-	-	1,282,756	-	-	-	1,282,756
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,032,469</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,032,469</u>
Improvement Area #2B Improvements							
Streets ^[h]	\$ -	\$ -	\$ 2,086,746	\$ -	\$ -	\$ -	\$ 2,086,746
Water ^[i]	-	-	737,610	-	-	-	737,610
Sewer	-	-	769,060	-	-	-	769,060
Drainage	-	-	544,584	-	-	-	544,584
ROW Areas ^[i]	-	-	291,240	-	-	-	291,240
Soft Costs ^[g]	-	-	1,066,148	-	-	-	1,066,148
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,495,388</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,495,388</u>
Private Improvements							
	\$ 4,631,803	\$ 4,449,185	\$ 1,816,202	\$ 6,265,387	\$ -	\$ -	\$ -
Bond Issuance Costs - 2022 Bonds							
Debt Service Reserve Fund	\$ 2,412,324	\$ 2,412,324	\$ -				\$ 2,412,324
Capitalized Interest	1,284,452	1,284,452	-				1,284,452
Underwriter's Discount	1,178,250	1,178,250	-				1,178,250
Costs of Issuance	1,851,039	1,851,039	-				1,851,039
	<u>\$ 6,726,064</u>	<u>\$ 6,726,064</u>	<u>\$ -</u>				<u>\$ 6,726,064</u>
Other Costs - 2022 Bonds							
Deposit to Administrative Fund	\$ 75,000	\$ 75,000	\$ -				\$ 75,000
	<u>\$ 75,000</u>	<u>\$ 75,000</u>	<u>\$ -</u>				<u>\$ 75,000</u>
Bond Issuance Costs - 2024 Bonds							
Debt Service Reserve Fund	\$ -	\$ -	\$ 1,430,743				\$ 1,430,743
Underwriter's Discount	-	-	578,430				578,430
Costs of Issuance	-	-	1,130,603				1,130,603
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,139,776</u>				<u>\$ 3,139,776</u>
Other Costs - 2024 Bonds^[j]							
Deposit to Administrative Fund	\$ -	\$ -	\$ 45,000				\$ 45,000
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 45,000</u>				<u>\$ 45,000</u>
Rounding Amount	\$ -	\$ -	\$ 1,225				\$ 1,225
Total	\$ 60,262,372	\$ 79,333,934	\$ 20,530,059	\$ 6,265,387	\$ 230,543	\$ 1,026,291	\$ 92,341,771

	PID Funded Costs Total	Zone 1 Remainder Area		Improvement Area #1		Improvement Area #2A		Improvement Area #2B	
		%	Cost	%	Cost	%	Cost	%	Cost
Zone 1 Improvements ^(d)									
Streets ^(e)	\$ 8,127,598	32.16%	\$ 2,614,097	67.84%	\$ 5,513,501	0.00%	\$ -	0.00%	\$ -
Water	2,917,917	32.16%	938,496	67.84%	1,979,421	0.00%	-	0.00%	-
Sewer	849,847	32.16%	273,338	67.84%	576,509	0.00%	-	0.00%	-
Drainage	642,849	32.16%	206,761	67.84%	436,088	0.00%	-	0.00%	-
ROW Areas	496,753	32.16%	159,772	67.84%	336,981	0.00%	-	0.00%	-
Soft Costs ^(f)	3,539,074	32.16%	1,138,280	67.84%	2,400,794	0.00%	-	0.00%	-
	\$ 16,574,038		\$ 5,330,745		\$ 11,243,293		\$ -		\$ -
Improvement Area #1 Improvements									
Streets	\$ 12,972,126	0.00%	\$ -	100.00%	\$ 12,972,126	0.00%	\$ -	0.00%	\$ -
Water	5,134,621	0.00%	-	100.00%	5,134,621	0.00%	-	0.00%	-
Sewer	4,855,647	0.00%	-	100.00%	4,855,647	0.00%	-	0.00%	-
Drainage	4,795,710	0.00%	-	100.00%	4,795,710	0.00%	-	0.00%	-
ROW Areas	2,030,580	0.00%	-	100.00%	2,030,580	0.00%	-	0.00%	-
Soft Costs ^(g)	4,755,915	0.00%	-	100.00%	4,755,915	0.00%	-	0.00%	-
	\$ 34,544,600		\$ -		\$ 34,544,600		\$ -		\$ -
Offsite Improvements ^(d)									
Streets	\$ 4,797,800	32.16%	\$ 1,543,127	67.84%	\$ 3,254,673	0.00%	\$ -	0.00%	\$ -
Water	2,673,572	32.16%	859,907	67.84%	1,813,665	0.00%	-	0.00%	-
Sewer	1,442,401	32.16%	463,922	67.84%	978,478	0.00%	-	0.00%	-
Wastewater Plant Site	224,578	32.16%	72,231	67.84%	152,346	0.00%	-	0.00%	-
Drainage	2,764,185	32.16%	889,051	67.84%	1,875,134	0.00%	-	0.00%	-
ROW Areas	1,543,147	32.16%	496,326	67.84%	1,046,821	0.00%	-	0.00%	-
Soft Costs ^(f)	2,262,529	32.16%	727,702	67.84%	1,534,827	0.00%	-	0.00%	-
	\$ 15,708,212		\$ 5,052,267		\$ 10,655,945		\$ -		\$ -
Improvement Area #2A Improvements									
Streets ^(h)	\$ 3,662,147	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 3,662,147	\$ -	\$ -
Water	1,930,772	0.00%	-	0.00%	-	100.00%	1,930,772	-	-
Sewer	1,419,397	0.00%	-	0.00%	-	100.00%	1,419,397	-	-
Drainage	1,044,487	0.00%	-	0.00%	-	100.00%	1,044,487	-	-
ROW Areas	692,910	0.00%	-	0.00%	-	100.00%	692,910	-	-
Soft Costs ^(g)	1,282,756	0.00%	-	0.00%	-	100.00%	1,282,756	-	-
	\$ 10,032,469		\$ -		\$ -		\$ 10,032,469		\$ -
Improvement Area #2B Improvements									
Streets ^(h)	\$ 2,086,746	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 2,086,746
Water ⁽ⁱ⁾	737,610	0.00%	-	0.00%	-	0.00%	-	100.00%	737,610
Sewer	769,060	0.00%	-	0.00%	-	0.00%	-	100.00%	769,060
Drainage	544,584	0.00%	-	0.00%	-	0.00%	-	100.00%	544,584
ROW Areas ⁽ⁱ⁾	291,240	0.00%	-	0.00%	-	0.00%	-	100.00%	291,240
Soft Costs ^(g)	1,066,148	0.00%	-	0.00%	-	0.00%	-	100.00%	1,066,148
	\$ 5,495,388		\$ -		\$ -		\$ -		\$ 5,495,388
Private Improvements									
	\$ -		\$ -		\$ -		\$ -		\$ -
Bond Issuance Costs - 2022 Bonds									
Debt Service Reserve Fund	\$ 2,412,324		\$ 509,960		\$ 1,902,364		\$ -		\$ -
Capitalized Interest	1,284,452		555,613		728,839		-		-
Underwriter's Discount	1,178,250		241,380		936,870		-		-
Costs of Issuance	1,851,039		487,379		1,363,660		-		-
	\$ 6,726,064		\$ 1,794,332		\$ 4,931,732		\$ -		\$ -
Other Costs - 2022 Bonds									
Deposit to Administrative Fund	\$ 75,000		\$ 30,000		\$ 45,000		\$ -		\$ -
	\$ 75,000		\$ 30,000		\$ 45,000		\$ -		\$ -
Bond Issuance Costs - 2024 Bonds									
Debt Service Reserve Fund	\$ 1,430,743		\$ -		\$ 557,303		\$ 527,622		\$ 345,818
Underwriter's Discount	578,430		-		223,440		214,440		140,550
Costs of Issuance	1,130,603		-		361,458		464,620		304,525
	\$ 3,139,776		\$ -		\$ 1,142,201		\$ 1,206,682		\$ 790,893
Other Costs - 2024 Bonds ^(j)									
Deposit to Administrative Fund	\$ 45,000		\$ -		\$ -		\$ 27,184		\$ 17,816
	\$ 45,000		\$ -		\$ -		\$ 27,184		\$ 17,816
Rounding Amount	\$ 1,225		\$ -		\$ 800		\$ 134		\$ 291
Total	\$ 92,341,771		\$ 12,207,343		\$ 62,563,570		\$ 11,266,469		\$ 6,304,388

Footnotes:

[a] Per Service and Assessment Plan. Offsite Improvements and Zone 1 Improvements have been allocated to Non-Assessed Property pro rata based on acreage. The Non-Assessed Property is 15.000 acres, and the acreage of the PODs in Zone 1 equals 375.444 acres. Therefore the Non-Assessed Property is allocated 3.84% (15.000/390.444) of the Offsite Improvements and Zone 1 Improvements.

[b] Per information from Master Developer provided on 7/6/2023, as shown in the 2023 Annual Service Plan Update. Does not represent Actual Costs spent to date, but rather estimated total future costs based on new projections.

[c] Per Engineer's Opinion of Probable Costs summary dated 7/23/2024. New Costs in Offsite Improvements include costs related to the Nevada SUD Water Tower, and are to be privately financed.

[d] Zone 1 Improvements and Offsite Improvements allocated between Improvement Area #1 and Zone 1 Remainder Area based upon Estimated Buildout Value at the time the Original Service and Assessment Plan was approved.

[e] Zone 1 Street Improvements include paving, earthwork and erosion control.

[f] Zone 1 Soft Costs and Offsite Improvement Soft Costs include offsite and onsite engineering, surveying, construction services, city fees, contingency, construction management, and District Creation Costs.

[g] Improvement Area #1, 2A and 2B Soft Costs include engineering, surveying, construction services, construction management fee, and contingency.

[h] Improvement Area #2A and 2B Street Improvements include paving and earthwork - ROW and easements.

[i] Includes costs related to Nevada SUD water tower.

[j] Includes \$5,000 penalty due to late submission of assessment roll to county.

EXHIBIT B-2 – IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS BY POD

	PID Funded Costs Total		POD 2A % ^[a] Cost		POD 2B-1 % ^[a] Cost		POD 2C % ^[a] Cost		POD 2D % ^[a] Cost
Zone 1 Improvements									
Streets	\$ 5,513,501	24.01%	\$ 1,324,018	19.69%	\$ 1,085,841	34.07%	\$ 1,878,193	22.23%	\$ 1,225,449
Water	1,979,421	24.01%	475,340	19.69%	389,832	34.07%	674,296	22.23%	439,953
Sewer	576,509	24.01%	138,443	19.69%	113,539	34.07%	196,390	22.23%	128,137
Drainage	436,088	24.01%	104,723	19.69%	85,884	34.07%	148,555	22.23%	96,926
ROW Areas	336,981	24.01%	80,923	19.69%	66,366	34.07%	114,794	22.23%	74,899
Soft Costs	2,400,794	24.01%	576,529	19.69%	472,818	34.07%	817,839	22.23%	533,608
	<u>\$ 11,243,293</u>		<u>\$ 2,699,976</u>		<u>\$ 2,214,279</u>		<u>\$ 3,830,066</u>		<u>\$ 2,498,972</u>
Improvement Area #1 Improvements									
Streets	\$ 12,972,126	24.01%	\$ 3,115,140	19.69%	\$ 2,554,759	34.07%	\$ 4,418,999	22.23%	\$ 2,883,228
Water	5,134,621	24.01%	1,233,033	19.69%	1,011,224	34.07%	1,749,126	22.23%	1,141,238
Sewer	4,855,647	24.01%	1,166,040	19.69%	956,282	34.07%	1,654,093	22.23%	1,079,232
Drainage	4,795,710	24.01%	1,151,647	19.69%	944,478	34.07%	1,633,675	22.23%	1,065,911
ROW Areas	2,030,580	24.01%	487,626	19.69%	399,907	34.07%	691,724	22.23%	451,324
Soft Costs	4,755,915	24.01%	1,142,090	19.69%	936,640	34.07%	1,620,119	22.23%	1,057,066
	<u>\$ 34,544,600</u>		<u>\$ 8,295,576</u>		<u>\$ 6,803,290</u>		<u>\$ 11,767,735</u>		<u>\$ 7,677,999</u>
Offsite Improvements									
Streets	\$ 3,254,673	24.01%	\$ 781,581	19.69%	\$ 640,983	34.07%	\$ 1,108,715	22.23%	\$ 723,395
Water	1,813,665	24.01%	435,535	19.69%	357,187	34.07%	617,831	22.23%	403,111
Sewer	978,478	24.01%	234,973	19.69%	192,704	34.07%	333,322	22.23%	217,480
Wastewater Plant Site	152,346	24.01%	36,585	19.69%	30,003	34.07%	51,897	22.23%	33,861
Drainage	1,875,134	24.01%	450,297	19.69%	369,293	34.07%	638,771	22.23%	416,774
ROW Areas	1,046,821	24.01%	251,385	19.69%	206,163	34.07%	356,603	22.23%	232,670
Soft Costs	1,534,827	24.01%	368,575	19.69%	302,272	34.07%	522,844	22.23%	341,136
	<u>\$ 10,655,945</u>		<u>\$ 2,558,929</u>		<u>\$ 2,098,605</u>		<u>\$ 3,629,984</u>		<u>\$ 2,368,426</u>
Bond Issuance Costs - 2022 Bonds									
Debt Service Reserve Fund	\$ 1,902,364	24.01%	\$ 456,836	19.69%	\$ 374,656	34.07%	\$ 648,047	22.23%	\$ 422,826
Capitalized Interest	728,839	24.01%	175,024	19.69%	143,539	34.07%	248,281	22.23%	161,994
Underwriter's Discount	936,870	24.01%	224,981	19.69%	184,509	34.07%	319,148	22.23%	208,232
Costs of Issuance	1,363,660	24.01%	327,471	19.69%	268,562	34.07%	464,535	22.23%	303,092
	<u>\$ 4,931,732</u>		<u>\$ 1,184,311</u>		<u>\$ 971,266</u>		<u>\$ 1,680,011</u>		<u>\$ 1,096,143</u>
Other Costs - 2022 Bonds									
Deposit to Administrative Fund	\$ 45,000	24.01%	\$ 10,806	19.69%	\$ 8,862	34.07%	\$ 15,329	22.23%	\$ 10,002
	<u>\$ 45,000</u>		<u>\$ 10,806</u>		<u>\$ 8,862</u>		<u>\$ 15,329</u>		<u>\$ 10,002</u>
Bond Issuance Costs - 2024 Bonds									
Debt Service Reserve Fund	\$ 557,303	24.01%	\$ 133,831	19.69%	\$ 109,756	34.07%	\$ 189,847	22.23%	\$ 123,868
Underwriter's Discount	223,440	24.01%	53,657	19.69%	44,005	34.07%	76,116	22.23%	49,663
Costs of Issuance	361,458	24.01%	86,801	19.69%	71,186	34.07%	123,132	22.23%	80,339
	<u>\$ 1,142,201</u>		<u>\$ 274,289</u>		<u>\$ 224,948</u>		<u>\$ 389,094</u>		<u>\$ 253,869</u>
Rounding Amount	\$ 800	24.01%	\$ 192	19.69%	\$ 157	34.07%	\$ 272	22.23%	\$ 178
Total	\$ 62,563,570		\$ 15,024,080		\$ 12,321,409		\$ 21,312,493		\$ 13,905,590

Footnotes:

[a] Improvement Area #1 Authorized Improvements are allocated between POD 2A, POD 2B-1, POD 2C, and POD 2D pro rata based on the ratio of Estimated Buildout Value of each area to the Estimated Buildout Value of Improvement Area #1 at the time the Original Service and Assessment Plan was approved.

EXHIBIT B-3 – IMPROVEMENT AREA #2A AUTHORIZED IMPROVEMENTS, IMPROVEMENT AREA #2B AUTHORIZED IMPROVEMENTS, AND ZONE 1 REMAINDER AREA AUTHORIZED IMPROVEMENTS BY POD

	PID Funded Costs Total	POD 2E		POD 2B-2	
		% ^[a]	Cost	% ^[a]	Cost
<i>Zone 1 Improvements</i>					
Streets	\$ 2,614,097	60.56%	\$ 1,583,220	39.44%	\$ 1,030,877
Water	938,496	60.56%	568,397	39.44%	370,099
Sewer	273,338	60.56%	165,546	39.44%	107,792
Drainage	206,761	60.56%	125,224	39.44%	81,537
ROW Areas	159,772	60.56%	96,765	39.44%	63,007
Soft Costs	1,138,280	60.56%	689,396	39.44%	448,884
	<u>\$ 5,330,745</u>		<u>\$ 3,228,549</u>		<u>\$ 2,102,195</u>
<i>Offsite Improvements</i>					
Streets	\$ 1,543,127	60.56%	\$ 934,590	39.44%	\$ 608,537
Water	859,907	60.56%	520,800	39.44%	339,107
Sewer	463,922	60.56%	280,973	39.44%	182,949
Wastewater Plant Site	72,231	60.56%	43,747	39.44%	28,485
Drainage	889,051	60.56%	538,451	39.44%	350,600
ROW Areas	496,326	60.56%	300,598	39.44%	195,728
Soft Costs	727,702	60.56%	440,731	39.44%	286,972
	<u>\$ 5,052,267</u>		<u>\$ 3,059,890</u>		<u>\$ 1,992,377</u>
<i>Improvement Area #2A Improvements</i>					
Streets	\$ 3,662,147	100.00%	\$ 3,662,147	0.00%	\$ -
Water	1,930,772	100.00%	1,930,772	0.00%	-
Sewer	1,419,397	100.00%	1,419,397	0.00%	-
Drainage	1,044,487	100.00%	1,044,487	0.00%	-
ROW Areas	692,910	100.00%	692,910	0.00%	-
Soft Costs	1,282,756	100.00%	1,282,756	0.00%	-
	<u>\$ 10,032,469</u>		<u>\$ 10,032,469</u>		<u>\$ -</u>
<i>Improvement Area #2B Improvements</i>					
Streets	\$ 2,086,746	0.00%	\$ -	100.00%	\$ 2,086,746
Water	737,610	0.00%	-	100.00%	737,610
Sewer	769,060	0.00%	-	100.00%	769,060
Drainage	544,584	0.00%	-	100.00%	544,584
ROW Areas	291,240	0.00%	-	100.00%	291,240
Soft Costs	1,066,148	0.00%	-	100.00%	1,066,148
	<u>\$ 5,495,388</u>		<u>\$ -</u>		<u>\$ 5,495,388</u>
<i>Bond Issuance Costs - 2022 Bonds</i>					
Debt Service Reserve Fund	\$ 509,960	60.56%	\$ 308,856	39.44%	\$ 201,104
Capitalized Interest	555,613	60.56%	336,506	39.44%	219,108
Underwriter's Discount	241,380	60.56%	146,191	39.44%	95,189
Costs of Issuance	487,379	60.56%	295,179	39.44%	192,199
	<u>\$ 1,794,332</u>		<u>\$ 1,086,732</u>		<u>\$ 707,600</u>
<i>Other Costs - 2022 Bonds</i>					
Deposit to Administrative Fund	\$ 30,000	60.56%	\$ 18,169	39.44%	\$ 11,831
	<u>\$ 30,000</u>		<u>\$ 18,169</u>		<u>\$ 11,831</u>
<i>Bond Issuance Costs - 2024 Bonds</i>					
Debt Service Reserve Fund	\$ 873,440		\$ 527,622		\$ 345,818
Underwriter's Discount	354,990		214,440		140,550
Costs of Issuance	769,145		464,620		304,525
	<u>\$ 1,997,575</u>		<u>\$ 1,206,682</u>		<u>\$ 790,893</u>
<i>Other Costs - 2024 Bonds</i>					
Deposit to Administrative Fund	\$ 45,000		\$ 27,184		\$ 17,816
	<u>\$ 45,000</u>		<u>\$ 27,184</u>		<u>\$ 17,816</u>
Rounding Amount	\$ 425		\$ 134		\$ 291
Total	\$ 25,453,636		\$ 16,040,650		\$ 9,412,986

Footnotes:

[a] Note allocation of Offsite Improvements, Zone 1 Improvements, 2022 Bond Issuance Costs, and 2022 Other Costs to POD 2B-2 and POD 2E is calculated using original Estimated Buildout Values at the time the 2022 Assessment Ordinance and Service and Assessment Plan was approved. Allocation of 2024 Bond Issuance Costs and 2024 Other Costs is calculated using current Estimated Buildout Value as shown on Exhibit E-1.

EXHIBIT C – SERVICE PLAN

		Zone 1 Remainder Area				
		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
<i>Zone 1 Remainder Area Bonds</i>						
Principal		\$ 150,000.00	\$ 155,000.00	\$ 161,000.00	\$ 167,000.00	\$ 174,000.00
Interest		345,513.75	339,888.75	334,076.25	328,038.75	321,150.00
	(1)	\$ 495,513.75	\$ 494,888.75	\$ 495,076.25	\$ 495,038.75	\$ 495,150.00
Additional Interest	(2)	\$ 39,510.00	\$ 38,760.00	\$ 37,985.00	\$ 37,180.00	\$ 36,345.00
Annual Collection Costs	(3)	\$ 22,647.84	\$ 23,100.80	\$ 23,562.81	\$ 24,034.07	\$ 24,514.75
Total Annual Installment Due	(4) = (1) + (2) + (3)	\$ 557,671.59	\$ 556,749.55	\$ 556,624.06	\$ 556,252.82	\$ 556,009.75
		Improvement Area #1				
		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
<i>Improvement Area #1 Initial Bonds</i>						
Principal		\$ 581,000.00	\$ 603,000.00	\$ 626,000.00	\$ 650,000.00	\$ 678,000.00
Interest		1,213,632.50	1,193,297.50	1,172,192.50	1,150,282.50	1,125,095.00
Additional Interest		151,030.00	148,125.00	145,110.00	141,980.00	138,730.00
	(1)	\$ 1,945,662.50	\$ 1,944,422.50	\$ 1,943,302.50	\$ 1,942,262.50	\$ 1,941,825.00
<i>Improvement Area #1 Additional Bonds</i>						
Principal		\$ 156,000.00	\$ 113,000.00	\$ 120,000.00	\$ 127,000.00	\$ 135,000.00
Interest		374,727.50	419,290.00	412,792.50	405,892.50	398,590.00
Additional Interest		37,240.00	36,460.00	35,895.00	35,295.00	34,660.00
	(2)	\$ 567,967.50	\$ 568,750.00	\$ 568,687.50	\$ 568,187.50	\$ 568,250.00
Annual Collection Costs	(3)	\$ 61,739.69	\$ 62,974.48	\$ 64,233.97	\$ 65,518.65	\$ 66,829.03
Total Annual Installment Due	(4) = (1) + (2) + (3)	\$ 2,575,369.69	\$ 2,576,146.98	\$ 2,576,223.97	\$ 2,575,968.65	\$ 2,576,904.03
		Improvement Area #2A				
		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
<i>Improvement Area #2 Bonds</i>						
Principal		\$ 137,000.00	\$ 92,000.00	\$ 98,000.00	\$ 104,000.00	\$ 110,000.00
Interest		375,270.00	420,660.00	415,140.00	409,260.00	403,020.00
	(1)	\$ 512,270.00	\$ 512,660.00	\$ 513,140.00	\$ 513,260.00	\$ 513,020.00
Additional Interest	(2)	\$ 35,740.00	\$ 35,055.00	\$ 34,595.00	\$ 34,105.00	\$ 33,585.00
Annual Collection Costs	(3)	\$ 20,000.00	\$ 20,400.00	\$ 20,808.00	\$ 21,224.16	\$ 21,648.64
<i>Improvement Area #2A Reimbursement Obligation</i>						
Principal	(4)	\$ 193,778.91	\$ -	\$ -	\$ -	\$ -
Total Annual Installment Due	(5) = (1) + (2) + (3) + (4)	\$ 761,788.91	\$ 568,115.00	\$ 568,543.00	\$ 568,589.16	\$ 568,253.64
		Improvement Area #2B				
		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
<i>Improvement Area #2 Bonds</i>						
Principal		\$ 92,000.00	\$ 62,000.00	\$ 66,000.00	\$ 70,000.00	\$ 74,000.00
Interest		245,962.50	275,580.00	271,860.00	267,900.00	263,700.00
	(1)	\$ 337,962.50	\$ 337,580.00	\$ 337,860.00	\$ 337,900.00	\$ 337,700.00
Additional Interest	(2)	\$ 23,425.00	\$ 22,965.00	\$ 22,655.00	\$ 22,325.00	\$ 21,975.00
Annual Collection Costs	(3)	\$ 20,000.00	\$ 20,400.00	\$ 20,808.00	\$ 21,224.16	\$ 21,648.64
<i>Improvement Area #2B Reimbursement Obligation</i>						
Principal	(4)	\$ 113,257.32	\$ -	\$ -	\$ -	\$ -
Total Annual Installment Due	(5) = (1) + (2) + (3) + (4)	\$ 494,644.82	\$ 380,945.00	\$ 381,323.00	\$ 381,449.16	\$ 381,323.64

EXHIBIT D-1 – SOURCES AND USES OF FUNDS

	Private/Oversizing	Zone 1 Remainder Area	Improvement Area #1	Improvement Area #2A	Improvement Area #2B	Total
Sources of Funds						
Zone 1 Remainder Area Bond Par ^[a]	\$ -	\$ 8,046,000	\$ -	\$ -	\$ -	\$ 8,046,000
Improvement Area #1 Initial Bond Par ^[b]	-	-	31,229,000	-	-	31,229,000
Improvement Area #1 Initial Bond Original Issue Discount	-	-	(289,415)	-	-	(289,415)
Improvement Area #1 Reimbursement Obligation ^[c]	-	-	2,656,000	-	-	2,656,000
Improvement Area #1 Additional Bonds	-	-	7,448,000	-	-	7,448,000
Improvement Area #2A Reimbursement Obligation ^[d]	-	-	-	366,043	-	366,043
Improvement Area #2B Reimbursement Obligation ^[d]	-	-	-	-	122,974	122,974
Improvement Area #2 Bonds	-	-	-	7,148,000	4,685,000	11,833,000
Owner or Homebuilder Participation - Oversizing ^[e]	230,543	-	-	-	-	230,543
Owner or Homebuilder Participation - Private Improvements ^[e]	6,265,387	-	-	-	-	6,265,387
Owner or Homebuilder Participation - Non-Assessed Property ^[e]	1,026,291	-	-	-	-	1,026,291
Owner or Homebuilder Participation ^[e]	-	4,161,343	21,519,985	3,752,426	1,496,414	30,930,169
Total Sources	\$ 7,522,222	\$ 12,207,343	\$ 62,563,570	\$ 11,266,469	\$ 6,304,388	\$ 99,863,993
Uses of Funds						
Zone 1 Improvements	\$ 662,177	\$ 5,330,745	\$ 11,243,293	\$ -	\$ -	\$ 17,236,215
Improvement Area #1 Improvements	43,057	-	34,544,600	-	-	34,587,657
Offsite Improvements	551,600	5,052,267	10,655,945	-	-	16,259,812
<i>Improvement Area #2A Improvements</i>						
Funded by Improvement Area #2 Bonds	-	-	-	9,666,426	-	9,666,426
Funded by Improvement Area #2A Reimbursement Obligation	-	-	-	366,043	-	366,043
<i>Improvement Area #2B Improvements</i>						
Funded by Improvement Area #2 Bonds	-	-	-	-	5,372,414	5,372,414
Funded by Improvement Area #2B Reimbursement Obligation	-	-	-	-	122,974	122,974
Private Improvements	6,265,387	-	-	-	-	6,265,387
	\$ 7,522,222	\$ 10,383,011	\$ 56,443,838	\$ 10,032,469	\$ 5,495,388	\$ 89,876,928
<i>Bond Issuance Costs - 2022 Bonds</i>						
Debt Service Reserve Fund	\$ -	\$ 509,960	\$ 1,902,364	\$ -	\$ -	\$ 2,412,324
Capitalized Interest	-	555,613	728,839	-	-	1,284,452
Underwriter's Discount	-	241,380	936,870	-	-	1,178,250
Costs of Issuance	-	487,379	1,363,660	-	-	1,851,039
	\$ -	\$ 1,794,332	\$ 4,931,732	\$ -	\$ -	\$ 6,726,064
<i>Other Costs - 2022 Bonds</i>						
Deposit to Administrative Fund	\$ -	\$ 30,000	\$ 45,000	\$ -	\$ -	\$ 75,000
	\$ -	\$ 30,000	\$ 45,000	\$ -	\$ -	\$ 75,000
<i>Bond Issuance Costs - 2024 Bonds</i>						
Debt Service Reserve Fund	\$ -	\$ -	\$ 557,303	\$ 527,622	\$ 345,818	\$ 1,430,743
Underwriter's Discount	-	-	223,440	214,440	140,550	578,430
Costs of Issuance	-	-	361,458	464,620	304,525	1,130,603
	\$ -	\$ -	\$ 1,142,201	\$ 1,206,682	\$ 790,893	\$ 3,139,776
<i>Other Costs - 2024 Bonds^[a]</i>						
Deposit to Administrative Fund	\$ -	\$ -	\$ -	\$ 27,184	\$ 17,816	\$ 45,000
	\$ -	\$ -	\$ -	\$ 27,184	\$ 17,816	\$ 45,000
<i>Rounding Amount</i>	\$ -	\$ -	\$ 800	\$ 134	\$ 291	\$ 1,225
Total Uses	\$ 7,522,222	\$ 12,207,343	\$ 62,563,570	\$ 11,266,469	\$ 6,304,388	\$ 99,863,993

Footnotes:

[a] Current outstanding Zone 1 Remainder Area Bonds is \$7,902,000 due to debt service payments reducing balance by \$144,000.

[b] Current outstanding Zone 1 Improvement Area #1 Initial Bonds is \$30,206,000 due to debt service payments reducing balance by \$1,023,000.

[c] See **Exhibit D-2** for reductions to the Improvement Area #1 Reimbursement Obligation.

[d] Remaining balance of Improvement Area #2A Reimbursement Obligation and Improvement Area #2B Reimbursement Obligation to be paid down with excess Annual Installments to be collected 1/31/2025 totalling \$307,036.23, and the remaining \$181,980.77 to be forgiven. See **Exhibit D-3**.

[e] Not reimbursable to the Owner through Assessments.

[f] Not reimburseable to Owner through Assessments. To be financed through TIRZ No. 2.

[g] Includes \$5,000 penalty due to late submission of assessment roll to county.

EXHIBIT D-2 – IMPROVEMENT AREA #1 ASSESSMENT REDUCTION

Improvement Area #1 Reimbursement Obligation Reduction	
Original Improvement Area #1 Reimbursement Obligation	\$ 10,104,000.00
Assessment Reduction in 2023 SAP Update	\$ (674,756.30)
Principal Collected to Date	\$ (167,438.53)
Principal Reduction (Interest Collected, not accrued)	\$ (184,368.03)
Outstanding IA#1 Reimbursement Obligation	\$ 9,077,437.14
To Be Forgiven for Rounding	\$ (437.14)
To Be Forgiven ^[a]	\$ 1,629,000.00
Improvement Area #1 Additional Bonds	\$ 7,448,000.00

Footnotes:

[a] Improvement Area #1 Assessment reduced to ensure Annual Installment due 1/31/2025 does not exceed amount billed per 2024 Annual Service Plan Update.

EXHIBIT D-3 – IMPROVEMENT AREA #2A AND IMPROVEMENT AREA #2B ASSESSMENT REDUCTION

Improvement Area #2A & 2B Reimbursement Obligation Reduction				
	Improvement Area #2A		Improvement Area #2B	
				Total
Original Reimbursement Obligation	\$	7,514,043.00	\$	4,807,974.00
Principal to be collected 1/31/2025	\$	(193,778.91)	\$	(113,257.32)
Outstanding Reimbursement Obligation	\$	7,320,264.09	\$	4,694,716.68
To Be Forgiven	\$	(172,264.09)	\$	(9,716.68)
Improvement Area #2 Bonds^[a]	\$	7,148,000.00	\$	4,685,000.00
				\$ 11,833,000.00

Footnotes:

[a] Improvement Area #2 Bonds issued at a 2:1 VTL, based on appraised value/cumulative retail lot value as shown in appraisal dated July 6, 2024 of \$39,473,170.

EXHIBIT E-1 – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units ^[a]	Revised Units ^[b]	Estimated Buildout Value		2022 Assessment Ordinance				2024 Assessment Ordinance				PID TRE
			Per Unit	Total	Assessment ^[c]		Avg. Annual Installment		Assessment		Avg. Annual Installment		
					Per Unit	Total	Per Unit	Total	Per Unit	Total ^[d]	Per Unit	Total	
Zone 1													
Improvement Area #1													
Lot Type 1	77	76	\$ 233,000	\$ 17,708,000	\$ 27,714	\$ 2,106,301	\$ 1,899	\$ 144,351					\$ 0.8152
Lot Type 2	215	217	280,000	60,760,000	33,305	7,227,178	2,282	495,301					0.8152
Lot Type 3	68	69	325,000	22,425,000	38,658	2,667,371	2,649	182,803					0.8152
Lot Type 4	312	310	350,000	108,500,000	41,631	12,905,674	2,853	884,467					0.8152
Lot Type 5	44	44	210,000	9,240,000	24,979	1,099,064	1,712	75,322					0.8152
Lot Type 6	143	148	420,000	62,160,000	49,957	7,393,702	3,424	506,714					0.8152
Lot Type 7	76	73	490,000	35,770,000	58,284	4,254,709	3,994	291,589					0.8152
Improvement Area #1 Total	935	937	\$ 316,563,000		\$ 37,654,000		\$ 2,580,547						\$ 0.8152
Zone 1 Remainder Area													
Improvement Area #2A													
Lot Type 8	42	42	\$ 297,000	\$ 12,474,000	\$ 14,745	\$ 619,295	\$ 1,034	\$ 43,431	\$ 22,080	\$ 927,364	\$ 1,755	\$ 73,719	\$ 0.9392
Lot Type 9	61	61	344,000	20,984,000	17,079	1,041,791	1,198	73,060	25,574	1,560,029	2,033	124,012	0.9392
Lot Type 10	115	115	371,000	42,665,000	18,419	2,118,185	1,292	148,547	27,582	3,171,875	2,193	252,142	0.9392
Lot Type 11	45	45	445,000	20,025,000	22,093	994,179	1,549	69,721	33,083	1,488,733	2,630	118,344	0.9392
Improvement Area #2A Total	263	263	\$ 96,148,000		\$ 4,773,451		\$ 334,758		\$ 7,148,000		\$ 568,217		\$ 0.9392
Improvement Area #2B													
Lot Type 12	101	101	\$ 297,000	\$ 29,997,000	\$ 14,745	\$ 1,489,258	\$ 1,034	\$ 104,440	\$ 22,081	\$ 2,230,163	\$ 1,795	\$ 181,292	\$ 0.9525
Lot Type 13	88	89	371,000	33,019,000	18,419	1,639,291	1,292	114,962	27,582	2,454,837	2,242	199,555	0.9525
Improvement Area #2B Total	189	190	\$ 63,016,000		\$ 3,128,549		\$ 219,403		\$ 4,685,000		\$ 380,847		\$ 0.9525
Zone 1 Remainder Area Total	452	453	\$ 159,164,000		\$ 7,902,000		\$ 554,161						
Zone 1 Total	1387	1390	\$ 475,727,000		\$ 45,556,000		\$ 3,134,708		\$ 11,833,000		\$ 949,064		

Footnotes:

[a] Based on information provided by the Master Developer for the Service and Assessment Plan for Improvement Area #1, and in their model dated August 26, 2024 for Improvement Areas #2A and #2B.

[b] Based on final plats.

[c] Represents the currently outstanding Assessment.

[d] Represents outstanding Assessments secured by Improvement Area #2A-2B Bonds.

EXHIBIT E-2 – POD ALLOCATION

Lot Type	Units ^[a]	Revised Units ^[b]	Estimated Buildout Value		2022 Assessment Ordinance				2024 Assessment Ordinance				PID TRE
			Per Unit	Total	Assessment ^[c]		Avg. Annual Installment		Assessment		Avg. Annual Installment		
					Per Unit	Total	Per Unit	Total	Per Unit	Total ^[d]	Per Unit	Total	
Improvement Area #1													
Improvement Area #1													
POD 2A													
Lot Type 6	92	97	\$ 420,000	\$ 40,740,000	\$ 49,957	\$ 4,845,873	\$ 3,610	\$ 332,103					\$ 0.8152
Lot Type 7	76	73	490,000	35,770,000	58,284	4,254,709	3,837	291,589					0.8152
POD 2A Total	168	170		\$ 76,510,000		\$ 9,100,582		\$ 623,692					\$ 0.8152
POD 2B-1													
Lot Type 2	101	103	\$ 280,000	\$ 28,840,000	\$ 33,305	\$ 3,430,412	\$ 2,328	\$ 235,097					\$ 0.8152
Lot Type 4	97	96	350,000	33,600,000	41,631	3,996,596	2,824	273,899					0.8152
POD 2B-1 Total	198	199		\$ 62,440,000		\$ 7,427,007		\$ 508,996					\$ 0.8152
POD 2C													
Lot Type 2	39	39	\$ 280,000	\$ 10,920,000	\$ 33,305	\$ 1,298,894	\$ 2,282	\$ 89,017					\$ 0.8152
Lot Type 3	68	69	325,000	22,425,000	38,658	2,667,371	2,688	182,803					0.8152
Lot Type 4	152	151	350,000	52,850,000	41,631	6,286,312	2,834	430,821					0.8152
Lot Type 6	51	51	420,000	21,420,000	49,957	2,547,830	3,424	174,611					0.8152
POD 2C Total	310	310		\$ 107,615,000		\$ 12,800,407		\$ 877,252					\$ 0.8152
POD 2D													
Lot Type 1	77	76	\$ 233,000	\$ 17,708,000	\$ 27,714	\$ 2,106,301	\$ 1,875	\$ 144,351					\$ 0.8152
Lot Type 2	75	75	280,000	21,000,000	33,305	2,497,872	2,282	171,187					0.8152
Lot Type 4	63	63	350,000	22,050,000	41,631	2,622,766	2,853	179,746					0.8152
Lot Type 5	44	44	210,000	9,240,000	24,979	1,099,064	1,712	75,322					0.8152
POD 2D Total	259	258		\$ 69,998,000		\$ 8,326,004		\$ 570,607					\$ 0.8152
Improvement Area #1 Total	935	937		\$ 316,563,000		\$ 37,654,000		\$ 2,580,547					\$ 0.8152
Zone 1 Remainder Area/Improvement Area #2A & #2B													
Improvement Area #2A													
POD 2E													
Lot Type 8	42	42	\$ 297,000	\$ 12,474,000	\$ 14,745	\$ 619,295	\$ 1,034	\$ 43,431	\$ 22,080	\$ 927,364	\$ 1,755	\$ 73,719	\$ 0.9392
Lot Type 9	61	61	344,000	20,984,000	17,079	1,041,791	1,198	73,060	25,574	1,560,029	2,033	124,012	0.9392
Lot Type 10	115	115	371,000	42,665,000	18,419	2,118,185	1,292	148,547	27,582	3,171,875	2,193	252,142	0.9392
Lot Type 11	45	45	445,000	20,025,000	22,093	994,179	1,549	69,721	33,083	1,488,733	2,630	118,344	0.9392
Improvement Area #2A Total	263	263		\$ 96,148,000		\$ 4,773,451		\$ 334,758		\$ 7,148,000		\$ 568,217	\$ 0.9392
Improvement Area #2B													
POD 2B-2													
Lot Type 12	100	101	\$ 297,000	\$ 29,997,000	\$ 14,745	\$ 1,489,258	\$ 1,034	\$ 104,440	\$ 22,081	\$ 2,230,163	\$ 1,795	\$ 181,292	\$ 0.9525
Lot Type 13	89	89	371,000	33,019,000	18,419	1,639,291	1,292	114,962	27,582	2,454,837	2,242	199,555	0.9525
Improvement Area #2B Total	189	190		\$ 63,016,000		\$ 3,128,549		\$ 219,403		\$ 4,685,000		\$ 380,847	\$ 0.9525
Zone 1 Remainder Area Total	452	453		\$ 159,164,000		\$ 7,902,000		\$ 554,161		\$ 11,833,000		\$ 949,064	
Zone 1 Total	1387	1390		\$ 475,727,000		\$ 45,556,000		\$ 3,134,708		\$ 11,833,000		\$ 949,064	

Footnotes:

[a] Based on information provided by the Master Developer for the Service and Assessment Plan for Improvement Area #1, and in their model dated August 26, 2024 for Improvement Areas #2A and #2B.

[b] Based on final plats.

[c] Represents the currently outstanding Assessment.

[d] Represents outstanding Assessments secured by Improvement Area #2A-2B Bonds.

EXHIBIT F-1 – ZONE 1 REMAINDER AREA ASSESSMENT ROLL

Property ID ^[a]	POD	Acreage	Allocation	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
2850231	2B-2	38.064		\$ 3,128,549.37	\$ 220,792.60
2850234	2E	45.488	80.29%	\$ 3,832,463.28	\$ 270,470.25
2850237	2E	11.1687	19.71%	\$ 940,987.35	\$ 66,408.75
Total				\$ 7,902,000.00	\$ 557,671.59

Footnotes:

[a] The entirety of POD 2B-2 is contained within Property ID 2850231 per Collin Central Appraisal District. The entirety of POD E is contained within Property IDs 2850234 and 2850237 per Collin Central Appraisal District. The Zone 1 Remainder Area Assessment is allocated to each POD pro rata based on Estimated Buildout Value, then to each Property ID within the POD pro rata based on acreage. Property IDs subject to change prior to billing. See below for Assessment Roll broken out by legal description per final Phase 2B-2 and 2E plats.

[b] Note the Parcels within the Zone 1 Remainder Area are also subject to the Improvement Area #2A Assessment or the Improvement Area #2B Assessment. See Exhibit H-1 for the Improvement Area #2A Assessment Roll and Exhibit I-1 for the Improvement Area #2B Assessment Roll.

Legal Description ^[b]					Outstanding Assessment	Installment Due 1/31/2025 ^[c]
Property ID ^[a]	Phase	Block	Lot	Lot Type		
TBD	2B-2	A	1	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	2	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	3	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	4	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	5	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	6	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	7	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	8	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	9	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	10	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	11	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	12	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	13	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	14	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	15	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	16	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	17	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	18	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	19	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	20	13	\$ 18,419.00	\$ 1,299.89

Property ID ^[a]	Legal Description ^[b]			Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
	Phase	Block	Lot			
TBD	2B-2	A	21	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	22	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	23	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	24	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	25	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	26	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	27	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	28	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	29	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	30	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	31	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	32	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	33	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	34	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	35	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	36	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	37	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	38	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	A	39	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	D	19	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	D	20	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	D	21	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	D	22	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	D	23	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	D	24	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	D	25	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	D	26	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	D	27	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	D	28	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	D	29	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	D	30	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	D	31	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	D	32	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	D	33	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	17	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	18	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	19	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	20	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	21	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	22	13	\$ 18,419.00	\$ 1,299.89

Property ID ^[a]	Legal Description ^[b]			Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
	Phase	Block	Lot			
TBD	2B-2	E	23	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	24	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	25	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	26	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	27	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	28	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	29	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	30	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	31	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	32	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	33	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	34	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	35	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	36	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	37	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	38	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	39	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	40	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	41	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	E	42	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	H	1	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	H	2	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	H	3	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	H	4	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	H	5	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	H	6	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	H	7	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	H	8	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	H	9	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	H	10	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	H	11	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	H	12	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	H	13	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	H	14	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	H	15	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	H	16	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	H	17	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	1	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	2	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	3	12	\$ 14,745.13	\$ 1,040.62

Property ID ^[a]	Legal Description ^[b]			Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
	Phase	Block	Lot			
TBD	2B-2	I	4	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	5	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	6	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	7	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	8	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	9	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	10	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	11	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	12	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	13	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	14	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	15	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	16	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	17	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	18	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	19	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	20	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	21	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	22	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	23	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	24	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	25	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	26	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	27	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	28	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	29	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	30	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	31	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	I	32X	Non-Benefitted	\$ -	\$ -
TBD	2B-2	J	1	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	2	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	3	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	4	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	5	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	J	6	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	7	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	8	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	9	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	J	10	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	11	12	\$ 14,745.13	\$ 1,040.62

Legal Description ^[b]						
Property ID ^[a]	Phase	Block	Lot	Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
TBD	2B-2	J	12	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	13	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	J	14	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	15	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	16	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	17	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	18	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	19	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	20	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	21	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	22	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	23	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	24	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	25	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	26	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	27	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	28	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	29	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	30	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	J	31	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	K	1	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	K	2	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	K	3	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	K	4	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	K	5	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	K	6	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	K	7	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	K	8	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	K	9	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	K	10	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	K	11	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	K	12	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	K	13	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	K	14	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	K	15	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	K	16	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	L	1	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	L	2	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	L	3	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	L	4	12	\$ 14,745.13	\$ 1,040.62

Property ID ^[a]	Legal Description ^[b]			Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
	Phase	Block	Lot			
TBD	2B-2	L	5	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	L	6	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	L	7	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	L	8	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	L	9	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	L	10	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	L	11	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	L	12	13	\$ 18,419.00	\$ 1,299.89
TBD	2B-2	L	13	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	L	14	12	\$ 14,745.13	\$ 1,040.62
TBD	2B-2	L	15	12	\$ 14,745.13	\$ 1,040.62
TBD	2E	A	1	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	A	2	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	A	3	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	A	4	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	A	5	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	A	6	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	A	7	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	A	8	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	A	9	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	A	10	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	A	11	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	A	12	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	A	13	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	B	1	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	B	2	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	B	3	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	B	4	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	B	5	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	C	1	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	2	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	3	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	4	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	5	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	6	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	7	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	8	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	9	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	10	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	11	9	\$ 17,078.54	\$ 1,205.29

Property ID ^[a]	Legal Description ^[b]			Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
	Phase	Block	Lot			
TBD	2E	C	12	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	13	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	14	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	15	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	16	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	17	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	18	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	19	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	20	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	21	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	22	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	23	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	24	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	25	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	26	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	27	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	28	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	29	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	30	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	31	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	32	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	C	33	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	D	1	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	D	2	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	D	3	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	D	4	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	D	5	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	D	6	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	D	7	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	D	8	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	D	9	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	D	10	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	D	11	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	D	12	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	D	13	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	D	14	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	D	15	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	D	16	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	D	17	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	E	1	11	\$ 22,092.87	\$ 1,559.17

Property ID ^[a]	Legal Description ^[b]			Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
	Phase	Block	Lot			
TBD	2E	E	2	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	E	3	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	E	4	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	E	5	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	E	6	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	E	7	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	E	8	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	E	9	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	E	10	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	E	11	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	E	12	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	E	13	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	E	14	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	F	21	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	F	22	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	F	23	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	F	24	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	F	25	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	F	26	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	F	27	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	F	28	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	F	29	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	F	30	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	F	31	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	F	32	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	F	33	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	G	1	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	G	2	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	G	3	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	G	4	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	G	5	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	G	6	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	G	7	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	G	8	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	G	9	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	G	10	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	G	11	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	G	12	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	G	13	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	G	14	11	\$ 22,092.87	\$ 1,559.17

Property ID ^[a]	Legal Description ^[b]			Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
	Phase	Block	Lot			
TBD	2E	G	15	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	G	16	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	G	17	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	G	18	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	G	19	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	G	20	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	H	1	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	H	2	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	H	3	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	H	4	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	H	5	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	H	6	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	H	7	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	H	8	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	H	9	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	H	10	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	H	11	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	H	12	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	H	13	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	H	14	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	H	15	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	H	16	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	H	17	9	\$ 17,078.54	\$ 1,205.29
TBD	2E	H	18	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	H	19	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	H	20	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	H	21	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	H	22	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	H	23	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	I	1	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	I	2	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	I	3	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	I	4	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	I	5	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	I	6	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	I	7	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	I	8	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	I	9	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	I	10	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	I	11	8	\$ 14,745.13	\$ 1,040.62

Property ID ^[a]	Legal Description ^[b]			Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
	Phase	Block	Lot			
TBD	2E	I	12	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	I	13	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	I	14	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	I	15	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	I	16	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	I	17	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	I	18	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	I	19	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	J	1	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	J	2	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	J	3	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	J	4	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	J	5	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	J	6	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	J	7	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	J	8	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	J	9	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	J	10	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	J	11	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	J	12	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	J	13	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	J	14	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	J	15	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	J	16	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	J	17	8	\$ 14,745.13	\$ 1,040.62
TBD	2E	J	18	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	J	19	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	J	20	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	J	21	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	J	22	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	J	23	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	J	24	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	J	25	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	J	26	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	J	27	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	J	28	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	J	29	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	J	30	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	K	1X	Non-Benefitted	\$ -	\$ -
TBD	2E	L	1	10	\$ 18,419.00	\$ 1,299.89

Property ID ^[a]	Legal Description ^[b]			Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
	Phase	Block	Lot			
TBD	2E	L	2	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	3	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	4	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	5	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	6	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	7	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	8	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	9	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	10	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	11	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	12	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	13	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	14	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	15	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	16	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	17	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	18	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	19	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	20	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	21	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	22	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	23	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	24	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	25	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	26	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	27	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	28	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	29	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	30	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	L	31	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	1	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	2	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	3	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	4	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	5	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	6	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	7	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	8	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	9	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	10	10	\$ 18,419.00	\$ 1,299.89

Property ID ^[a]	Legal Description ^[b]			Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
	Phase	Block	Lot			
TBD	2E	M	11	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	12	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	13	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	14	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	15	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	16	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	17	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	18	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	19	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	20	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	21	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	22	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	23	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	24	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	25	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	26	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	M	27	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	N	1	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	N	2	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	N	3	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	N	4	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	N	5X	Non-Benefitted	\$ -	\$ -
TBD	2E	O	1	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	O	2	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	O	3	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	O	4	10	\$ 18,419.00	\$ 1,299.89
TBD	2E	O	5	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	O	6X	Non-Benefitted	\$ -	\$ -
TBD	2E	P	1	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	P	2	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	P	3	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	P	4	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	P	5	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	P	6	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	P	7	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	P	8	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	P	9	11	\$ 22,092.87	\$ 1,559.17
TBD	2E	P	10X	Non-Benefitted	\$ -	\$ -
Total^[d]					\$ 7,901,999.68	\$ 557,671.56

Footnotes:

[a] Property IDs will be inserted when determined by Collin Central Appraisal District.

[b] Per final plats attached hereto as Exhibit A-5 and Exhibit A-6.

[c] Note the Parcels within the Zone 1 Remainder Area are also subject to either the Improvement Area #2A Assessment or the Improvement Area #2B Assessment. See Exhibit H-1 for the Improvement Area #2A Assessment Roll, and Exhibit I-1 for the Improvement Area #2B Assessment Roll.

[d] Total may not match Service Plan or installment schedules due to rounding.

EXHIBIT F-2 – ZONE 1 REMAINDER AREA ANNUAL INSTALLMENTS

Due 1/31	Zone 1 Remainder Area Bonds					Total Installment ^[b]
	Principal	Interest ^[a]	Additional Interest	Annual Collection Costs		
2025	\$ 150,000	\$ 345,514	\$ 39,510	\$ 22,648	\$	557,672
2026	\$ 155,000	\$ 339,889	\$ 38,760	\$ 23,101	\$	556,750
2027	\$ 161,000	\$ 334,076	\$ 37,985	\$ 23,563	\$	556,624
2028	\$ 167,000	\$ 328,039	\$ 37,180	\$ 24,034	\$	556,253
2029	\$ 174,000	\$ 321,150	\$ 36,345	\$ 24,515	\$	556,010
2030	\$ 182,000	\$ 313,973	\$ 35,475	\$ 25,005	\$	556,453
2031	\$ 189,000	\$ 306,465	\$ 34,565	\$ 25,505	\$	555,535
2032	\$ 198,000	\$ 298,669	\$ 33,620	\$ 26,015	\$	556,304
2033	\$ 206,000	\$ 290,501	\$ 32,630	\$ 26,536	\$	555,667
2034	\$ 215,000	\$ 281,489	\$ 31,600	\$ 27,066	\$	555,155
2035	\$ 225,000	\$ 272,083	\$ 30,525	\$ 27,608	\$	555,215
2036	\$ 235,000	\$ 262,239	\$ 29,400	\$ 28,160	\$	554,798
2037	\$ 246,000	\$ 251,958	\$ 28,225	\$ 28,723	\$	554,905
2038	\$ 257,000	\$ 241,195	\$ 26,995	\$ 29,297	\$	554,487
2039	\$ 269,000	\$ 229,951	\$ 25,710	\$ 29,883	\$	554,545
2040	\$ 281,000	\$ 218,183	\$ 24,365	\$ 30,481	\$	554,029
2041	\$ 294,000	\$ 205,889	\$ 22,960	\$ 31,091	\$	553,939
2042	\$ 307,000	\$ 193,026	\$ 21,490	\$ 31,712	\$	553,229
2043	\$ 321,000	\$ 179,595	\$ 19,955	\$ 32,347	\$	552,897
2044	\$ 336,000	\$ 165,150	\$ 18,350	\$ 32,994	\$	552,494
2045	\$ 352,000	\$ 150,030	\$ 16,670	\$ 33,653	\$	552,353
2046	\$ 369,000	\$ 134,190	\$ 14,910	\$ 34,327	\$	552,427
2047	\$ 387,000	\$ 117,585	\$ 13,065	\$ 35,013	\$	552,663
2048	\$ 405,000	\$ 100,170	\$ 11,130	\$ 35,713	\$	552,013
2049	\$ 424,000	\$ 81,945	\$ 9,105	\$ 36,428	\$	551,478
2050	\$ 444,000	\$ 62,865	\$ 6,985	\$ 37,156	\$	551,006
2051	\$ 465,000	\$ 42,885	\$ 4,765	\$ 37,899	\$	550,549
2052	\$ 488,000	\$ 21,960	\$ 2,440	\$ 38,657	\$	551,057
Total	\$ 7,902,000	\$ 6,090,661	\$ 684,715	\$ 839,130	\$	15,516,506

Footnotes:

[a] Interest on the Zone 1 Remainder Area Bonds is calculated at a 3.750%, 4.125%, 4.375%, and 4.500% rate for bonds maturing 2027, 2032, 2042, and 2052 respectively.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-1 –IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds	
2886933	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886934	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886935	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886936	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886937	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886938	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886939	Non-Benefitted	2A	\$ -	\$ -	\$ -
2886940	Non-Benefitted	2A	\$ -	\$ -	\$ -
2886941	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886942	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886943	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886944	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886945	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886946	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886947	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886948	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886949	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886950	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886951	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886952	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886953	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886954	Non-Benefitted	2A	\$ -	\$ -	\$ -
2886955	Non-Benefitted	2A	\$ -	\$ -	\$ -
2886956	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886957	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886958	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886959	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886960	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886961	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886962	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886963	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886964	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886965	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886966	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886967	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886968	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886969	Non-Benefitted	2A	\$ -	\$ -	\$ -
2886970	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886971	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886972	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds	
2886973	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886974	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886975	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886976	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886977	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886978	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886979	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886980	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886981	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886982	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886983	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886984	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2886985	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2886986	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2886987	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2886988	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2886989	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2886990	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2886991	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2886992	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2886993	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2886994	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2886995	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2886996	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2886997	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2886998	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2886999	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887000	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887001	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887002	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887003	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887004	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887005	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887006	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887007	Non-Benefitted	2A	\$ -	\$ -	\$ -
2887008	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887009	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887010	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887011	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887012	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds	
2887013	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887014	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887015	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887016	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887017	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887018	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887019	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887020	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887021	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887022	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887023	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887024	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887025	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887026	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887027	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887028	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887029	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887030	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887031	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887032	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887033	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887034	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887035	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887036	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887037	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887038	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887039	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887040	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887041	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887042	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887043	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887044	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887045	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887046	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887047	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887048	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887049	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887050	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887051	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887052	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds	
2887053	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887054	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887055	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887056	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887057	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887058	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887059	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887060	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887061	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887062	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887063	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887064	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887065	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887066	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887067	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887068	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887069	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887070	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887071	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887072	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887073	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887074	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887075	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887076	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887077	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887078	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887079	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887080	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887081	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887082	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887083	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887084	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887085	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887086	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887087	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887088	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887089	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887090	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887091	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887092	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds	
2887093	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887094	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887095	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887096	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887097	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887098	7	2A	\$ 46,755.12	\$ 11,528.57	\$ 3,986.35
2887099	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887100	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887101	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887102	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887103	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887104	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887105	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887106	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887107	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887108	6	2A	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2887309	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887310	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887311	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887312	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887313	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887314	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887315	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887316	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887317	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887318	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887319	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887320	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887321	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887322	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887323	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887324	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887325	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887326	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887327	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887328	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887329	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887330	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887331	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887332	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds	
2887333	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887334	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887335	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887336	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887337	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887338	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887339	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887340	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887341	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887342	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887343	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887344	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887345	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887346	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887347	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887348	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887349	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887350	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887351	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887352	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887353	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887354	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887355	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887356	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887357	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887358	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887359	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887360	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887361	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887362	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887363	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887364	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887365	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887366	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887367	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887368	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887369	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887370	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887371	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887372	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds	
2887373	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887374	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887375	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887376	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887377	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887378	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887379	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887380	Non-Benefitted	2B-1	\$ -	\$ -	\$ -
2887381	Non-Benefitted	2B-1	\$ -	\$ -	\$ -
2887382	Non-Benefitted	2B-1	\$ -	\$ -	\$ -
2887383	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887384	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887385	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887386	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887387	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887388	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887389	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887390	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887391	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887392	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887393	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887394	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887395	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887396	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887397	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887398	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887399	Non-Benefitted	2B-1	\$ -	\$ -	\$ -
2887400	Non-Benefitted	2B-1	\$ -	\$ -	\$ -
2887401	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887402	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887403	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887404	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887405	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887406	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887407	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887408	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887409	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887410	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887411	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887412	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds	
2887413	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887414	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887415	Non-Benefitted	2B-1	\$ -	\$ -	\$ -
2887416	Non-Benefitted	2B-1	\$ -	\$ -	\$ -
2887417	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887418	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887419	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887420	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887421	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887422	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887423	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887424	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887425	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887426	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887427	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887428	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887429	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887430	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887431	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887432	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887433	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887434	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887435	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887436	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887437	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887438	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887439	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887440	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887441	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887442	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887443	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887444	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887445	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887446	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887447	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887448	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887449	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887450	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887451	Non-Benefitted	2B-1	\$ -	\$ -	\$ -
2887452	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds	
2887453	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887454	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887455	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887456	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887457	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887458	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887459	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887460	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887461	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887462	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887463	4	2B-1	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2887464	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887465	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887466	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887467	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887468	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887469	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887470	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887471	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887472	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887473	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887474	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887475	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887476	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887477	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887478	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887479	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887480	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887481	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887482	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887483	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887484	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887485	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887486	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887487	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887488	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887489	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887490	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887491	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887492	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds	
2887493	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887494	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887495	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887496	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887497	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887498	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887499	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887500	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887501	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887502	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887503	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887504	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887505	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887506	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887507	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887508	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887509	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887510	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887511	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887512	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887513	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887514	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2887515	2	2B-1	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889433	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889434	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889436	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889437	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889438	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889439	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889440	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889441	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889442	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889443	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889444	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889445	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889446	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889447	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889448	Non-Benefitted	2C	\$ -	\$ -	\$ -
2889449	Non-Benefitted	2C	\$ -	\$ -	\$ -
2889450	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds	
2889451	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889452	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889453	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889454	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889455	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889456	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889457	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889458	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889459	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889460	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889461	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889462	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889463	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889464	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889465	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889466	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889467	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889468	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889469	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889470	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889471	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889472	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889473	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889474	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889475	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889476	Non-Benefitted	2C	\$ -	\$ -	\$ -
2889477	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889478	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889479	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889480	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889481	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889482	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889483	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889484	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889485	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889486	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889487	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889488	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889489	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889490	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1	Improvement Area #1	
			Initial Bonds	Additional Bonds	
2889491	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889492	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889493	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889494	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889495	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889496	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889497	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889498	Non-Benefitted	2C	\$ -	\$ -	\$ -
2889499	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889500	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889501	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889502	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889503	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889504	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889505	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889506	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889507	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889508	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889509	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889510	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889511	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889512	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889514	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889515	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889516	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889517	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889518	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889519	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889520	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889521	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889522	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889523	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889524	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889525	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889526	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889527	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889531	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889532	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889533	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889534	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds	
2889535	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889536	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889537	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889541	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889542	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889543	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889544	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889545	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889546	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889547	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889548	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889549	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889550	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889551	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889552	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889555	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889556	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889557	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889558	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889559	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889560	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889561	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889562	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889563	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889564	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889565	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889566	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889567	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889568	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889569	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889570	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889571	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889572	2	2C	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2889573	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889574	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889575	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889576	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889577	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889578	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889579	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds	
2889580	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889581	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889582	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889583	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889584	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889585	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889586	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889587	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889588	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889589	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889590	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889591	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889592	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889593	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889594	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889595	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889596	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889597	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889598	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889599	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889600	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889601	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889602	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889603	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889604	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889605	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889606	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889607	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889608	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889609	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889610	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889611	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889612	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889613	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889614	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889615	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889616	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889617	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889618	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889619	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1	Improvement Area #1	
			Initial Bonds	Additional Bonds	
2889620	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889621	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889622	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889623	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889624	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889625	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889626	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889627	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889628	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889629	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889630	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889631	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889632	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889633	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889634	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889635	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889636	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889637	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889638	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889639	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889640	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889641	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889642	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889643	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889644	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889645	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889646	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889647	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889648	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889649	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889650	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889653	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889654	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889655	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889656	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889657	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889658	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889659	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889660	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889661	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1	Improvement Area #1	
			Initial Bonds	Additional Bonds	
2889662	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889663	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889664	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889665	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889666	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889667	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889668	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889669	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889670	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889671	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889672	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889673	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889674	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889675	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889676	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889677	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889678	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889679	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889680	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889681	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889682	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889683	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889684	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889685	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889686	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889687	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889688	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889689	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889690	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889691	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889692	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889693	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889694	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889695	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889696	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889697	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889698	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889699	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889700	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889701	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1	Improvement Area #1	
			Initial Bonds	Additional Bonds	
2889702	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889703	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889704	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889705	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889706	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889707	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889708	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889709	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889710	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889711	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889712	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889713	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889714	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889715	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889716	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889717	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889718	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889719	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889720	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889721	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889722	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889723	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889724	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889725	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889726	6	2C	\$ 40,075.81	\$ 9,881.63	\$ 3,416.87
2889727	Non-Benefitted	2C	\$ -	\$ -	\$ -
2889728	Non-Benefitted	2C	\$ -	\$ -	\$ -
2889729	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889732	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889733	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889734	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889735	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889736	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889737	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889738	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889739	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889740	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889741	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889742	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889743	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds	
2889744	4	2C	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2889745	Non-Benefitted	2C	\$ -	\$ -	\$ -
2889746	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889747	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889748	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889749	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889750	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889751	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889752	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889753	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889754	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889755	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889756	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889757	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889758	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889759	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889760	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889761	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889764	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889765	3	2C	\$ 31,011.05	\$ 7,646.50	\$ 2,644.01
2889766	Non-Benefitted	2C	\$ -	\$ -	\$ -
2892660	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892661	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892662	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892663	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892664	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892665	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892666	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892667	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892668	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892669	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892670	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892671	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892672	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892673	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892674	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892675	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892676	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892677	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892678	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1	Improvement Area #1	
			Initial Bonds	Additional Bonds	
2892679	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892680	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892681	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892682	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892683	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892684	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892685	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892686	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892687	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892688	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892689	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892690	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892691	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892692	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892693	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892694	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892695	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892696	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892697	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892698	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892699	Non-Benefitted	2D	\$ -	\$ -	\$ -
2892700	Non-Benefitted	2D	\$ -	\$ -	\$ -
2892701	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892702	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892703	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892704	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892705	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892706	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892707	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892708	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892709	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892710	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892711	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892712	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892713	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892714	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892715	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892716	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892717	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892718	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1	Improvement Area #1	
			Initial Bonds	Additional Bonds	
2892719	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892720	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892721	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892722	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892723	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892724	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892725	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892726	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892727	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892728	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892729	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892733	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892734	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892735	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892736	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892737	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892738	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892739	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892740	5	2D	\$ 20,037.91	\$ 4,940.82	\$ 1,708.44
2892741	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892742	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892743	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892744	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892745	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892746	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892747	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892748	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892749	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892750	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892751	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892752	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892753	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892754	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892755	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892756	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892757	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892758	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892759	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892760	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892761	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1	Improvement Area #1	
			Initial Bonds	Additional Bonds	
2892762	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892763	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892764	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892765	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892766	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892767	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892768	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892769	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892770	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892771	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892772	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892773	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892774	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892775	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892776	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892777	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892779	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892780	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892781	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892782	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892783	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892784	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892785	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892786	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892787	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892788	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892789	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892790	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892791	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892792	Non-Benefitted	2D	\$ -	\$ -	\$ -
2892793	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892794	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892795	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892796	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892797	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892798	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892799	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892800	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892801	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892802	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1	Improvement Area #1	
			Initial Bonds	Additional Bonds	
2892803	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892804	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892805	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892806	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892807	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892808	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892809	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892810	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892811	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892812	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892813	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892814	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892815	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892816	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892817	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892818	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892821	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892822	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892823	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892824	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892825	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892826	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892827	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892828	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892829	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892830	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892831	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892832	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892833	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892834	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892835	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892836	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892838	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892839	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892840	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892841	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892842	Non-Benefitted	2D	\$ -	\$ -	\$ -
2892843	Non-Benefitted	2D	\$ -	\$ -	\$ -
2892844	Non-Benefitted	2D	\$ -	\$ -	\$ -
2892845	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds	
2892847	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892848	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892851	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892852	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892853	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892854	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892855	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892856	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892857	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892858	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892859	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892860	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892861	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892862	Non-Benefitted	2D	\$ -	\$ -	\$ -
2892863	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892864	1	2D	\$ 22,232.54	\$ 5,481.95	\$ 1,895.55
2892865	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892866	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892867	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892868	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892869	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892870	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892871	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892872	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892874	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892875	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892876	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892877	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892880	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892881	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892882	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892883	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892884	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892885	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892886	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892887	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892888	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892889	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892890	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892891	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1	Improvement Area #1	
			Initial Bonds	Additional Bonds	
2892892	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892893	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892894	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892895	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892896	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892897	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892898	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892899	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892900	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892901	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892902	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892903	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892904	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892905	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892906	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892907	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892908	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892909	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892910	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892911	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892912	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892913	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892914	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892915	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892916	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892917	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892918	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892919	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892920	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892921	2	2D	\$ 26,717.21	\$ 6,587.76	\$ 2,277.91
2892922	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892923	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892924	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892925	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892926	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892928	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892929	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892930	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892931	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892932	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39

Property ID ^[a]	Lot Type	POD	Outstanding Assessment		Annual Installment due 1/31/2025 ^[b]
			Improvement Area #1 Initial Bonds	Improvement Area #1 Additional Bonds	
2892933	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892934	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892935	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892936	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892937	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
2892938	4	2D	\$ 33,396.51	\$ 8,234.70	\$ 2,847.39
Total^[c]			\$ 30,205,999.84	\$ 7,448,000.55	\$ 2,575,367.53

Footnotes:

[a] Property IDs per Collin Central Appraisal District and subject to change prior to billing.

[b] Annual Installment covers the period September 1, 2024 to August 31, 2025 and is due by January 31, 2025.

[c] Totals may not match Service Plan and Installment Schedule due to rounding.

EXHIBIT G-2 –IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Due 1/31	Improvement Area #1 Initial Bonds		Improvement Area #1 Additional Bonds		Total Additional	Annual Collection	Total Annual
	Principal	Interest ^[a]	Principal	Interest ^[b]	Interest	Costs	Installment ^[c]
2025	\$ 581,000	\$ 1,213,633	\$ 156,000	\$ 374,728	\$ 188,270	\$ 61,740	\$ 2,575,370
2026	\$ 603,000	\$ 1,193,298	\$ 113,000	\$ 419,290	\$ 184,585	\$ 62,974	\$ 2,576,147
2027	\$ 626,000	\$ 1,172,193	\$ 120,000	\$ 412,793	\$ 181,005	\$ 64,234	\$ 2,576,224
2028	\$ 650,000	\$ 1,150,283	\$ 127,000	\$ 405,893	\$ 177,275	\$ 65,519	\$ 2,575,969
2029	\$ 678,000	\$ 1,125,095	\$ 135,000	\$ 398,590	\$ 173,390	\$ 66,829	\$ 2,576,904
2030	\$ 706,000	\$ 1,098,823	\$ 143,000	\$ 390,828	\$ 169,325	\$ 68,166	\$ 2,576,141
2031	\$ 736,000	\$ 1,071,465	\$ 152,000	\$ 382,605	\$ 165,080	\$ 69,529	\$ 2,576,679
2032	\$ 767,000	\$ 1,042,945	\$ 161,000	\$ 373,865	\$ 160,640	\$ 70,919	\$ 2,576,369
2033	\$ 800,000	\$ 1,013,224	\$ 170,000	\$ 364,608	\$ 156,000	\$ 72,338	\$ 2,576,169
2034	\$ 835,000	\$ 981,224	\$ 180,000	\$ 354,833	\$ 151,150	\$ 73,785	\$ 2,575,991
2035	\$ 871,000	\$ 947,824	\$ 192,000	\$ 344,483	\$ 146,075	\$ 75,260	\$ 2,576,642
2036	\$ 909,000	\$ 912,984	\$ 203,000	\$ 333,443	\$ 140,760	\$ 76,766	\$ 2,575,952
2037	\$ 949,000	\$ 876,624	\$ 216,000	\$ 321,770	\$ 135,200	\$ 78,301	\$ 2,576,895
2038	\$ 990,000	\$ 838,664	\$ 229,000	\$ 309,350	\$ 129,375	\$ 79,867	\$ 2,576,256
2039	\$ 1,034,000	\$ 799,064	\$ 242,000	\$ 296,183	\$ 123,280	\$ 81,464	\$ 2,575,990
2040	\$ 1,079,000	\$ 757,704	\$ 258,000	\$ 282,268	\$ 116,900	\$ 83,093	\$ 2,576,965
2041	\$ 1,126,000	\$ 714,544	\$ 274,000	\$ 267,433	\$ 110,215	\$ 84,755	\$ 2,576,947
2042	\$ 1,175,000	\$ 669,504	\$ 291,000	\$ 251,678	\$ 103,215	\$ 86,450	\$ 2,576,847
2043	\$ 1,227,000	\$ 622,504	\$ 308,000	\$ 234,945	\$ 95,885	\$ 88,179	\$ 2,576,513
2044	\$ 1,282,000	\$ 571,890	\$ 327,000	\$ 217,235	\$ 88,210	\$ 89,943	\$ 2,576,278
2045	\$ 1,340,000	\$ 519,008	\$ 347,000	\$ 198,433	\$ 80,165	\$ 91,742	\$ 2,576,347
2046	\$ 1,401,000	\$ 463,733	\$ 368,000	\$ 178,480	\$ 71,730	\$ 93,577	\$ 2,576,519
2047	\$ 1,464,000	\$ 405,941	\$ 391,000	\$ 157,320	\$ 62,885	\$ 95,448	\$ 2,576,595
2048	\$ 1,530,000	\$ 345,551	\$ 415,000	\$ 134,838	\$ 53,610	\$ 97,357	\$ 2,576,356
2049	\$ 1,600,000	\$ 282,439	\$ 440,000	\$ 110,975	\$ 43,885	\$ 99,304	\$ 2,576,603
2050	\$ 1,672,000	\$ 216,439	\$ 467,000	\$ 85,675	\$ 33,685	\$ 101,291	\$ 2,576,089
2051	\$ 1,748,000	\$ 147,469	\$ 496,000	\$ 58,823	\$ 22,990	\$ 103,316	\$ 2,576,598
2052	\$ 1,827,000	\$ 75,364	\$ 527,000	\$ 30,303	\$ 11,770	\$ 105,383	\$ 674,455
Total	\$ 30,206,000	\$ 21,229,426	\$ 7,448,000	\$ 7,691,660	\$ 3,276,555	\$ 2,287,530	\$ 70,236,808

Footnotes:

[a] Interest on the Improvement Area #1 Initial Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

[b] Interest on the Improvement Area #1 Additional Bonds is calculated at a 5.750% rate for illustrative purposes.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H-1 –IMPROVEMENT AREA #2A ASSESSMENT ROLL

Property ID ^[a]	POD	Acreage	Allocation	Outstanding Assessment	Installment Due 1/31/2025 ^[b]
2850234	POD 2E	45.488	80.29%	\$ 5,738,919.21	\$ 611,617.94
2850237	POD 2E	11.1687	19.71%	\$ 1,409,080.79	\$ 150,170.97
Total		56.6567	100.00%	\$ 7,148,000.00	\$ 761,788.91

Footnotes:

[a] The entirety of Improvement Area #2A is contained within Property IDs 2850234 and 2850237 per Collin Central Appraisal District. The Improvement Area #2A Assessment is allocated to each Property ID pro rata based on acreage. Property IDs subject to change prior to billing. See below for Assessment Roll broken out by legal description per final Phase 2E Plat.

[b] Note the Parcels within Improvement Area #2A are also subject to the Zone 1 Remainder Area Assessment. See **Exhibit F-1** for the Zone 1 Remainder Area Assessment Roll.

Legal Description ^[b]					Outstanding Assessment	Installment Due 1/31/2025 ^[c]
Property ID ^[a]	Phase	Block	Lot	Lot Type		
TBD	2E	A	1	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	A	2	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	A	3	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	A	4	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	A	5	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	A	6	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	A	7	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	A	8	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	A	9	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	A	10	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	A	11	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	A	12	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	A	13	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	B	1	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	B	2	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	B	3	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	B	4	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	B	5	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	C	1	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	2	9	\$ 25,574.24	\$ 2,725.54

Property ID ^[a]	Legal Description ^[b]			Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
	Phase	Block	Lot			
TBD	2E	C	3	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	4	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	5	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	6	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	7	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	8	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	9	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	10	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	11	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	12	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	13	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	14	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	15	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	16	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	17	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	18	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	19	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	20	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	21	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	22	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	23	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	24	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	25	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	26	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	27	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	28	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	29	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	30	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	31	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	32	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	C	33	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	D	1	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	D	2	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	D	3	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	D	4	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	D	5	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	D	6	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	D	7	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	D	8	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	D	9	9	\$ 25,574.24	\$ 2,725.54

Property ID ^[a]	Legal Description ^[b]			Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
	Phase	Block	Lot			
TBD	2E	D	10	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	D	11	9	\$ 25,574.24	\$ 2,725.54
TBD	2E	D	12	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	D	13	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	D	14	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	D	15	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	D	16	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	D	17	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	E	1	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	E	2	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	E	3	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	E	4	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	E	5	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	E	6	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	E	7	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	E	8	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	E	9	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	E	10	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	E	11	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	E	12	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	E	13	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	E	14	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	F	21	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	F	22	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	F	23	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	F	24	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	F	25	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	F	26	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	F	27	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	F	28	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	F	29	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	F	30	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	F	31	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	F	32	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	F	33	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	G	1	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	G	2	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	G	3	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	G	4	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	G	5	10	\$ 27,581.52	\$ 2,939.47

Property ID ^[a]	Legal Description ^[b]			Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
	Phase	Block	Lot			
TBD	2E	I	3	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	I	4	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	I	5	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	I	6	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	I	7	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	I	8	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	I	9	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	I	10	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	I	11	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	I	12	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	I	13	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	I	14	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	I	15	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	I	16	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	I	17	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	I	18	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	I	19	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	J	1	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	J	2	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	J	3	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	J	4	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	J	5	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	J	6	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	J	7	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	J	8	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	J	9	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	J	10	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	J	11	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	J	12	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	J	13	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	J	14	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	J	15	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	J	16	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	J	17	8	\$ 22,080.08	\$ 2,353.16
TBD	2E	J	18	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	J	19	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	J	20	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	J	21	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	J	22	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	J	23	10	\$ 27,581.52	\$ 2,939.47

Property ID ^[a]	Legal Description ^[b]			Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
	Phase	Block	Lot			
TBD	2E	J	24	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	J	25	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	J	26	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	J	27	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	J	28	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	J	29	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	J	30	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	K	1X	Non-Benefitted	\$ -	\$ -
TBD	2E	L	1	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	2	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	3	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	4	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	5	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	6	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	7	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	8	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	9	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	10	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	11	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	12	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	13	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	14	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	15	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	16	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	17	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	18	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	19	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	20	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	21	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	22	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	23	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	24	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	25	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	26	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	27	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	28	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	29	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	30	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	L	31	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	1	10	\$ 27,581.52	\$ 2,939.47

Legal Description ^[b]				Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
Property ID ^[a]	Phase	Block	Lot			
TBD	2E	M	2	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	3	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	4	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	5	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	6	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	7	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	8	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	9	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	10	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	11	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	12	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	13	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	14	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	15	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	16	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	17	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	18	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	19	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	20	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	21	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	22	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	23	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	24	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	25	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	26	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	M	27	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	N	1	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	N	2	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	N	3	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	N	4	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	N	5X	Non-Benefitted	\$ -	\$ -
TBD	2E	O	1	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	O	2	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	O	3	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	O	4	10	\$ 27,581.52	\$ 2,939.47
TBD	2E	O	5	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	O	6X	Non-Benefitted	\$ -	\$ -
TBD	2E	P	1	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	P	2	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	P	3	11	\$ 33,082.96	\$ 3,525.77

		Legal Description ^[b]				
Property ID ^[a]	Phase	Block	Lot	Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
TBD	2E	P	4	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	P	5	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	P	6	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	P	7	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	P	8	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	P	9	11	\$ 33,082.96	\$ 3,525.77
TBD	2E	P	10X	Non-Benefitted	\$ -	\$ -
Total^[d]					\$ 7,148,000.00	\$ 761,789.36

Footnotes:

[a] Property IDs will be inserted when determined by Collin Central Appraisal District.

[b] Per final plat attached hereto as Exhibit A-6.

[c] Note the Parcels within Improvement Area #2B are also subject to the Zone 1 Remainder Area Assessment. See **Exhibit F-1** for the Zone 1 Remainder Area Assessment Roll.

[d] Total may not match Service Plan or installment schedules due to rounding.

EXHIBIT H-2 –IMPROVEMENT AREA #2A ANNUAL INSTALLMENTS

Due 1/31	Improvement Area #2 Bonds ^[a]			Annual Collection	Improvement Area #2A		Total Annual
	Principal	Interest ^[b]	Additional Interest	Costs	Reimbursement Obligation	Principal ^[c]	Installment ^[d]
2025	\$ 137,000.00	\$ 375,270.00	\$ 35,740.00	\$ 20,000.00	\$ 193,778.91	\$	\$ 761,788.91
2026	\$ 92,000.00	\$ 420,660.00	\$ 35,055.00	\$ 20,400.00	\$ -	\$	\$ 568,115.00
2027	\$ 98,000.00	\$ 415,140.00	\$ 34,595.00	\$ 20,808.00	\$ -	\$	\$ 568,543.00
2028	\$ 104,000.00	\$ 409,260.00	\$ 34,105.00	\$ 21,224.16	\$ -	\$	\$ 568,589.16
2029	\$ 110,000.00	\$ 403,020.00	\$ 33,585.00	\$ 21,648.64	\$ -	\$	\$ 568,253.64
2030	\$ 117,000.00	\$ 396,420.00	\$ 33,035.00	\$ 22,081.62	\$ -	\$	\$ 568,536.62
2031	\$ 124,000.00	\$ 389,400.00	\$ 32,450.00	\$ 22,523.25	\$ -	\$	\$ 568,373.25
2032	\$ 131,000.00	\$ 381,960.00	\$ 31,830.00	\$ 22,973.71	\$ -	\$	\$ 567,763.71
2033	\$ 140,000.00	\$ 374,100.00	\$ 31,175.00	\$ 23,433.19	\$ -	\$	\$ 568,708.19
2034	\$ 148,000.00	\$ 365,700.00	\$ 30,475.00	\$ 23,901.85	\$ -	\$	\$ 568,076.85
2035	\$ 157,000.00	\$ 356,820.00	\$ 29,735.00	\$ 24,379.89	\$ -	\$	\$ 567,934.89
2036	\$ 167,000.00	\$ 347,400.00	\$ 28,950.00	\$ 24,867.49	\$ -	\$	\$ 568,217.49
2037	\$ 177,000.00	\$ 337,380.00	\$ 28,115.00	\$ 25,364.84	\$ -	\$	\$ 567,859.84
2038	\$ 188,000.00	\$ 326,760.00	\$ 27,230.00	\$ 25,872.13	\$ -	\$	\$ 567,862.13
2039	\$ 200,000.00	\$ 315,480.00	\$ 26,290.00	\$ 26,389.58	\$ -	\$	\$ 568,159.58
2040	\$ 213,000.00	\$ 303,480.00	\$ 25,290.00	\$ 26,917.37	\$ -	\$	\$ 568,687.37
2041	\$ 226,000.00	\$ 290,700.00	\$ 24,225.00	\$ 27,455.71	\$ -	\$	\$ 568,380.71
2042	\$ 240,000.00	\$ 277,140.00	\$ 23,095.00	\$ 28,004.83	\$ -	\$	\$ 568,239.83
2043	\$ 255,000.00	\$ 262,740.00	\$ 21,895.00	\$ 28,564.92	\$ -	\$	\$ 568,199.92
2044	\$ 271,000.00	\$ 247,440.00	\$ 20,620.00	\$ 29,136.22	\$ -	\$	\$ 568,196.22
2045	\$ 288,000.00	\$ 231,180.00	\$ 19,265.00	\$ 29,718.95	\$ -	\$	\$ 568,163.95
2046	\$ 306,000.00	\$ 213,900.00	\$ 17,825.00	\$ 30,313.33	\$ -	\$	\$ 568,038.33
2047	\$ 326,000.00	\$ 195,540.00	\$ 16,295.00	\$ 30,919.59	\$ -	\$	\$ 568,754.59
2048	\$ 346,000.00	\$ 175,980.00	\$ 14,665.00	\$ 31,537.99	\$ -	\$	\$ 568,182.99
2049	\$ 368,000.00	\$ 155,220.00	\$ 12,935.00	\$ 32,168.74	\$ -	\$	\$ 568,323.74
2050	\$ 391,000.00	\$ 133,140.00	\$ 11,095.00	\$ 32,812.12	\$ -	\$	\$ 568,047.12
2051	\$ 416,000.00	\$ 109,680.00	\$ 9,140.00	\$ 33,468.36	\$ -	\$	\$ 568,288.36
2052	\$ 442,000.00	\$ 84,720.00	\$ 7,060.00	\$ 34,137.73	\$ -	\$	\$ 567,917.73
2053	\$ 470,000.00	\$ 58,200.00	\$ 4,850.00	\$ 34,820.48	\$ -	\$	\$ 567,870.48
2054	\$ 500,000.00	\$ 30,000.00	\$ 2,500.00	\$ 35,516.89	\$ -	\$	\$ 568,016.89
Total	\$ 7,148,000.00	\$ 8,383,830.00	\$ 703,120.00	\$ 811,361.58	\$ 193,778.91	\$	\$ 17,240,090.49

Footnotes:

[a] Represents the portion of the Improvement Area #2 Bonds allocable to Improvement Area #2A.

[b] Interest on the Improvement Area #2 Bonds is calculated at a 6.00% for illustrative purposes.

[c] This portion of the installment is not being considered for the calculation of the Debt Service Reserve Requirement.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT I-1 –IMPROVEMENT AREA #2B ASSESSMENT ROLL

Property ID ^[a]	POD	Outstanding Assessment	Installment Due 1/31/2025 ^[b]
2850231	2B-2	\$ 4,685,000.00	\$ 494,644.82
Total		\$ 4,685,000.00	\$ 494,644.82

Footnotes:

[a] The entirety of Improvement Area #2B is contained within Property ID 2850231 per Collin Central Appraisal District. The Improvement Area #2B Assessment is allocated to each Property ID pro rata based on acreage. Property IDs subject to change prior to billing. See below for Assessment Roll broken out by legal description per final Phase 2B-2 Plat.

[b] Note the Parcels within Improvement Area #2B are also subject to the Zone 1 Remainder Area Assessment. See **Exhibit F-1** for the Zone 1 Remainder Area Assessment Roll.

Legal Description ^[b]						
Property ID ^[a]	Phase	Block	Lot	Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
TBD	2B-2	A	1	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	2	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	3	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	4	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	5	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	6	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	7	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	8	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	9	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	10	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	11	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	12	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	13	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	14	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	15	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	16	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	17	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	18	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	19	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	20	13	\$ 27,582.44	\$ 2,912.17

Property ID ^[a]	Legal Description ^[b]			Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
	Phase	Block	Lot			
TBD	2B-2	A	21	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	22	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	23	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	24	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	25	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	26	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	27	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	28	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	29	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	30	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	31	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	32	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	33	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	34	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	35	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	36	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	37	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	38	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	A	39	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	D	19	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	D	20	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	D	21	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	D	22	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	D	23	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	D	24	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	D	25	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	D	26	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	D	27	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	D	28	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	D	29	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	D	30	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	D	31	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	D	32	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	D	33	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	17	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	18	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	19	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	20	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	21	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	22	13	\$ 27,582.44	\$ 2,912.17

Property ID ^[a]	Legal Description ^[b]			Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
	Phase	Block	Lot			
TBD	2B-2	E	23	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	24	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	25	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	26	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	27	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	28	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	29	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	30	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	31	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	32	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	33	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	34	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	35	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	36	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	37	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	38	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	39	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	40	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	41	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	E	42	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	H	1	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	H	2	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	H	3	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	H	4	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	H	5	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	H	6	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	H	7	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	H	8	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	H	9	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	H	10	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	H	11	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	H	12	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	H	13	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	H	14	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	H	15	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	H	16	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	H	17	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	1	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	2	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	3	12	\$ 22,080.82	\$ 2,331.30

Property ID ^[a]	Legal Description ^[b]			Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
	Phase	Block	Lot			
TBD	2B-2	I	4	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	5	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	6	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	7	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	8	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	9	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	10	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	11	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	12	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	13	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	14	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	15	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	16	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	17	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	18	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	19	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	20	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	21	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	22	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	23	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	24	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	25	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	26	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	27	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	28	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	29	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	30	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	31	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	I	32X	Non-Benefitted	\$ -	\$ -
TBD	2B-2	J	1	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	2	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	3	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	4	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	5	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	J	6	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	7	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	8	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	9	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	J	10	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	11	12	\$ 22,080.82	\$ 2,331.30

Property ID ^[a]	Legal Description ^[b]			Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
	Phase	Block	Lot			
TBD	2B-2	J	12	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	13	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	J	14	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	15	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	16	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	17	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	18	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	19	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	20	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	21	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	22	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	23	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	24	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	25	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	26	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	27	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	28	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	29	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	30	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	J	31	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	K	1	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	K	2	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	K	3	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	K	4	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	K	5	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	K	6	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	K	7	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	K	8	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	K	9	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	K	10	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	K	11	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	K	12	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	K	13	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	K	14	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	K	15	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	K	16	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	L	1	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	L	2	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	L	3	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	L	4	12	\$ 22,080.82	\$ 2,331.30

Legal Description ^[b]						
Property ID ^[a]	Phase	Block	Lot	Lot Type	Outstanding Assessment	Installment Due 1/31/2025 ^[c]
TBD	2B-2	L	5	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	L	6	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	L	7	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	L	8	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	L	9	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	L	10	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	L	11	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	L	12	13	\$ 27,582.44	\$ 2,912.17
TBD	2B-2	L	13	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	L	14	12	\$ 22,080.82	\$ 2,331.30
TBD	2B-2	L	15	12	\$ 22,080.82	\$ 2,331.30
Total^[d]					\$ 4,684,999.98	\$ 494,644.43

Footnotes:

[a] Property IDs will be inserted when determined by Collin Central Appraisal District.

[b] Per final plat attached hereto as Exhibit A-5.

[c] Note the Parcels within Improvement Area #2A are also subject to the Zone 1 Remainder Area Assessment. See Exhibit F-1 for the Zone 1 Remainder Area Assessment Roll.

[d] Total may not match Service Plan or installment schedules due to rounding.

EXHIBIT I-2 –IMPROVEMENT AREA #2B ANNUAL INSTALLMENTS

Due 1/31	Improvement Area #2 Bonds ^[a]			Annual Collection Costs	Improvement Area #2B		Total Annual Installment ^[d]
	Principal	Interest ^[b]	Additional Interest		Reimbursement Obligation	Principal ^[c]	
2025	\$ 92,000.00	\$ 245,962.50	\$ 23,425.00	\$ 20,000.00	\$ 113,257.32	\$ -	\$ 494,644.82
2026	\$ 62,000.00	\$ 275,580.00	\$ 22,965.00	\$ 20,400.00	\$ -	\$ -	\$ 380,945.00
2027	\$ 66,000.00	\$ 271,860.00	\$ 22,655.00	\$ 20,808.00	\$ -	\$ -	\$ 381,323.00
2028	\$ 70,000.00	\$ 267,900.00	\$ 22,325.00	\$ 21,224.16	\$ -	\$ -	\$ 381,449.16
2029	\$ 74,000.00	\$ 263,700.00	\$ 21,975.00	\$ 21,648.64	\$ -	\$ -	\$ 381,323.64
2030	\$ 78,000.00	\$ 259,260.00	\$ 21,605.00	\$ 22,081.62	\$ -	\$ -	\$ 380,946.62
2031	\$ 83,000.00	\$ 254,580.00	\$ 21,215.00	\$ 22,523.25	\$ -	\$ -	\$ 381,318.25
2032	\$ 87,000.00	\$ 249,600.00	\$ 20,800.00	\$ 22,973.71	\$ -	\$ -	\$ 380,373.71
2033	\$ 93,000.00	\$ 244,380.00	\$ 20,365.00	\$ 23,433.19	\$ -	\$ -	\$ 381,178.19
2034	\$ 98,000.00	\$ 238,800.00	\$ 19,900.00	\$ 23,901.85	\$ -	\$ -	\$ 380,601.85
2035	\$ 104,000.00	\$ 232,920.00	\$ 19,410.00	\$ 24,379.89	\$ -	\$ -	\$ 380,709.89
2036	\$ 110,000.00	\$ 226,680.00	\$ 18,890.00	\$ 24,867.49	\$ -	\$ -	\$ 380,437.49
2037	\$ 117,000.00	\$ 220,080.00	\$ 18,340.00	\$ 25,364.84	\$ -	\$ -	\$ 380,784.84
2038	\$ 124,000.00	\$ 213,060.00	\$ 17,755.00	\$ 25,872.13	\$ -	\$ -	\$ 380,687.13
2039	\$ 132,000.00	\$ 205,620.00	\$ 17,135.00	\$ 26,389.58	\$ -	\$ -	\$ 381,144.58
2040	\$ 140,000.00	\$ 197,700.00	\$ 16,475.00	\$ 26,917.37	\$ -	\$ -	\$ 381,092.37
2041	\$ 148,000.00	\$ 189,300.00	\$ 15,775.00	\$ 27,455.71	\$ -	\$ -	\$ 380,530.71
2042	\$ 157,000.00	\$ 180,420.00	\$ 15,035.00	\$ 28,004.83	\$ -	\$ -	\$ 380,459.83
2043	\$ 167,000.00	\$ 171,000.00	\$ 14,250.00	\$ 28,564.92	\$ -	\$ -	\$ 380,814.92
2044	\$ 177,000.00	\$ 160,980.00	\$ 13,415.00	\$ 29,136.22	\$ -	\$ -	\$ 380,531.22
2045	\$ 188,000.00	\$ 150,360.00	\$ 12,530.00	\$ 29,718.95	\$ -	\$ -	\$ 380,608.95
2046	\$ 200,000.00	\$ 139,080.00	\$ 11,590.00	\$ 30,313.33	\$ -	\$ -	\$ 380,983.33
2047	\$ 212,000.00	\$ 127,080.00	\$ 10,590.00	\$ 30,919.59	\$ -	\$ -	\$ 380,589.59
2048	\$ 226,000.00	\$ 114,360.00	\$ 9,530.00	\$ 31,537.99	\$ -	\$ -	\$ 381,427.99
2049	\$ 240,000.00	\$ 100,800.00	\$ 8,400.00	\$ 32,168.74	\$ -	\$ -	\$ 381,368.74
2050	\$ 254,000.00	\$ 86,400.00	\$ 7,200.00	\$ 32,812.12	\$ -	\$ -	\$ 380,412.12
2051	\$ 270,000.00	\$ 71,160.00	\$ 5,930.00	\$ 33,468.36	\$ -	\$ -	\$ 380,558.36
2052	\$ 287,000.00	\$ 54,960.00	\$ 4,580.00	\$ 34,137.73	\$ -	\$ -	\$ 380,677.73
2053	\$ 305,000.00	\$ 37,740.00	\$ 3,145.00	\$ 34,820.48	\$ -	\$ -	\$ 380,705.48
2054	\$ 324,000.00	\$ 19,440.00	\$ 1,620.00	\$ 35,516.89	\$ -	\$ -	\$ 380,576.89
Total	\$ 4,685,000.00	\$ 5,470,762.50	\$ 458,825.00	\$ 811,361.58	\$ 113,257.32	\$ -	\$ 11,539,206.40

Footnotes:

[a] Represents the portion of Improvement Area #2 Bonds allocable to Improvement Area #2B.

[b] Interest on the Improvement Area #2 Bonds is calculated at a 6.00% rate for illustrative purposes.

[c] This portion of the installment is not being considered for the calculation of the Debt Service Reserve Requirement.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT J-1 –POD 2A ANNUAL INSTALLMENTS

Due 1/31	Improvement Area #1 Initial Bonds		Improvement Area #1 Additional Bonds		Total Additional Interest	Annual Collection Costs	Total Annual Installment ^[c]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
2025	\$ 140,422	\$ 293,322	\$ 37,704	\$ 90,568	\$ 45,503	\$ 14,922	\$ 622,440
2026	\$ 145,739	\$ 288,408	\$ 27,311	\$ 101,338	\$ 44,612	\$ 15,220	\$ 622,628
2027	\$ 151,298	\$ 283,307	\$ 29,003	\$ 99,768	\$ 43,747	\$ 15,525	\$ 622,647
2028	\$ 157,098	\$ 278,011	\$ 30,695	\$ 98,100	\$ 42,846	\$ 15,835	\$ 622,585
2029	\$ 163,866	\$ 271,924	\$ 32,628	\$ 96,335	\$ 41,907	\$ 16,152	\$ 622,811
2030	\$ 170,633	\$ 265,574	\$ 34,562	\$ 94,459	\$ 40,924	\$ 16,475	\$ 622,627
2031	\$ 177,884	\$ 258,962	\$ 36,737	\$ 92,472	\$ 39,898	\$ 16,804	\$ 622,757
2032	\$ 185,376	\$ 252,069	\$ 38,912	\$ 90,359	\$ 38,825	\$ 17,141	\$ 622,682
2033	\$ 193,352	\$ 244,886	\$ 41,087	\$ 88,122	\$ 37,704	\$ 17,483	\$ 622,633
2034	\$ 201,811	\$ 237,152	\$ 43,504	\$ 85,759	\$ 36,531	\$ 17,833	\$ 622,590
2035	\$ 210,512	\$ 229,079	\$ 46,404	\$ 83,258	\$ 35,305	\$ 18,190	\$ 622,748
2036	\$ 219,696	\$ 220,659	\$ 49,063	\$ 80,590	\$ 34,020	\$ 18,553	\$ 622,581
2037	\$ 229,363	\$ 211,871	\$ 52,205	\$ 77,768	\$ 32,676	\$ 18,925	\$ 622,809
2038	\$ 239,273	\$ 202,696	\$ 55,347	\$ 74,767	\$ 31,269	\$ 19,303	\$ 622,654
2039	\$ 249,907	\$ 193,125	\$ 58,489	\$ 71,584	\$ 29,795	\$ 19,689	\$ 622,590
2040	\$ 260,783	\$ 183,129	\$ 62,356	\$ 68,221	\$ 28,254	\$ 20,083	\$ 622,826
2041	\$ 272,143	\$ 172,698	\$ 66,223	\$ 64,636	\$ 26,638	\$ 20,484	\$ 622,821
2042	\$ 283,985	\$ 161,812	\$ 70,332	\$ 60,828	\$ 24,946	\$ 20,894	\$ 622,797
2043	\$ 296,553	\$ 150,453	\$ 74,440	\$ 56,784	\$ 23,174	\$ 21,312	\$ 622,717
2044	\$ 309,846	\$ 138,220	\$ 79,033	\$ 52,503	\$ 21,319	\$ 21,738	\$ 622,660
2045	\$ 323,864	\$ 125,439	\$ 83,866	\$ 47,959	\$ 19,375	\$ 22,173	\$ 622,676
2046	\$ 338,607	\$ 112,079	\$ 88,942	\$ 43,137	\$ 17,336	\$ 22,617	\$ 622,718
2047	\$ 353,834	\$ 98,112	\$ 94,501	\$ 38,023	\$ 15,199	\$ 23,069	\$ 622,736
2048	\$ 369,785	\$ 83,516	\$ 100,301	\$ 32,589	\$ 12,957	\$ 23,530	\$ 622,679
2049	\$ 386,703	\$ 68,263	\$ 106,343	\$ 26,822	\$ 10,607	\$ 24,001	\$ 622,738
2050	\$ 404,105	\$ 52,311	\$ 112,869	\$ 20,707	\$ 8,141	\$ 24,481	\$ 622,614
2051	\$ 422,474	\$ 35,642	\$ 119,878	\$ 14,217	\$ 5,556	\$ 24,970	\$ 622,737
2052	\$ 441,567	\$ 18,215	\$ 127,370	\$ 7,324	\$ 2,845	\$ 25,470	\$ 163,009
Total	\$ 7,300,478	\$ 5,130,933	\$ 1,800,104	\$ 1,858,995	\$ 791,909	\$ 552,872	\$ 16,975,509

Footnotes:

[a] Interest on the Improvement Area #1 Initial Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

[b] Interest on the Improvement Area #1 Additional Bonds is calculated at a 5.750% rate for illustrative purposes.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT J-2 –POD 2B-1 ANNUAL INSTALLMENTS

Due 1/31	Improvement Area #1 Initial Bonds		Improvement Area #1 Additional Bonds		Total Additional Interest	Annual Collection Costs	Total Annual Installment ^[c]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
2025	\$ 114,598	\$ 239,381	\$ 30,770	\$ 73,913	\$ 37,135	\$ 12,178	\$ 507,975
2026	\$ 118,938	\$ 235,370	\$ 22,289	\$ 82,702	\$ 36,408	\$ 12,421	\$ 508,128
2027	\$ 123,474	\$ 231,207	\$ 23,669	\$ 81,421	\$ 35,702	\$ 12,670	\$ 508,143
2028	\$ 128,208	\$ 226,886	\$ 25,050	\$ 80,060	\$ 34,966	\$ 12,923	\$ 508,093
2029	\$ 133,731	\$ 221,918	\$ 26,628	\$ 78,619	\$ 34,200	\$ 13,182	\$ 508,278
2030	\$ 139,254	\$ 216,736	\$ 28,206	\$ 77,088	\$ 33,398	\$ 13,445	\$ 508,127
2031	\$ 145,171	\$ 211,340	\$ 29,981	\$ 75,466	\$ 32,561	\$ 13,714	\$ 508,233
2032	\$ 151,286	\$ 205,714	\$ 31,756	\$ 73,742	\$ 31,685	\$ 13,988	\$ 508,172
2033	\$ 157,795	\$ 199,852	\$ 33,531	\$ 71,916	\$ 30,770	\$ 14,268	\$ 508,133
2034	\$ 164,698	\$ 193,540	\$ 35,504	\$ 69,988	\$ 29,813	\$ 14,554	\$ 508,098
2035	\$ 171,799	\$ 186,952	\$ 37,871	\$ 67,947	\$ 28,812	\$ 14,845	\$ 508,226
2036	\$ 179,294	\$ 180,080	\$ 40,040	\$ 65,769	\$ 27,764	\$ 15,142	\$ 508,090
2037	\$ 187,184	\$ 172,908	\$ 42,605	\$ 63,467	\$ 26,667	\$ 15,444	\$ 508,276
2038	\$ 195,271	\$ 165,421	\$ 45,169	\$ 61,017	\$ 25,518	\$ 15,753	\$ 508,150
2039	\$ 203,950	\$ 157,610	\$ 47,733	\$ 58,420	\$ 24,316	\$ 16,068	\$ 508,097
2040	\$ 212,826	\$ 149,452	\$ 50,889	\$ 55,675	\$ 23,058	\$ 16,390	\$ 508,290
2041	\$ 222,096	\$ 140,939	\$ 54,045	\$ 52,749	\$ 21,739	\$ 16,717	\$ 508,286
2042	\$ 231,761	\$ 132,055	\$ 57,398	\$ 49,642	\$ 20,358	\$ 17,052	\$ 508,266
2043	\$ 242,018	\$ 122,785	\$ 60,751	\$ 46,341	\$ 18,913	\$ 17,393	\$ 508,201
2044	\$ 252,866	\$ 112,802	\$ 64,499	\$ 42,848	\$ 17,399	\$ 17,741	\$ 508,154
2045	\$ 264,306	\$ 102,371	\$ 68,444	\$ 39,140	\$ 15,812	\$ 18,096	\$ 508,168
2046	\$ 276,338	\$ 91,468	\$ 72,586	\$ 35,204	\$ 14,148	\$ 18,457	\$ 508,202
2047	\$ 288,765	\$ 80,069	\$ 77,122	\$ 31,030	\$ 12,404	\$ 18,827	\$ 508,217
2048	\$ 301,783	\$ 68,158	\$ 81,856	\$ 26,596	\$ 10,574	\$ 19,203	\$ 508,170
2049	\$ 315,590	\$ 55,709	\$ 86,787	\$ 21,889	\$ 8,656	\$ 19,587	\$ 508,218
2050	\$ 329,791	\$ 42,691	\$ 92,113	\$ 16,899	\$ 6,644	\$ 19,979	\$ 508,117
2051	\$ 344,782	\$ 29,087	\$ 97,833	\$ 11,602	\$ 4,535	\$ 20,378	\$ 508,217
2052	\$ 360,364	\$ 14,865	\$ 103,947	\$ 5,977	\$ 2,322	\$ 20,786	\$ 133,032
Total	\$ 5,957,938	\$ 4,187,367	\$ 1,469,070	\$ 1,517,130	\$ 646,279	\$ 451,201	\$ 13,853,755

Footnotes:

[a] Interest on the Improvement Area #1 Initial Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

[b] Interest on the Improvement Area #1 Additional Bonds is calculated at a 5.750% rate for illustrative purposes.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT J-3 –POD 2B-2 ANNUAL INSTALLMENTS

Due 1/31	Zone 1 Remainder Area Bonds		Improvement Area #2 Bonds ^[a]		IA#2B Reimbursement Obligation	Additional Interest	Annual Collection Costs	Total Annual Installment ^[d]
	Principal	Interest ^[b]	Principal	Interest ^[c]	Principal			
2025	\$ 59,388	\$ 136,795	\$ 92,000	\$ 245,963	\$ 113,257	\$ 39,068	\$ 28,967	\$ 715,437
2026	\$ 61,367	\$ 134,568	\$ 62,000	\$ 275,580	\$ -	\$ 38,311	\$ 29,546	\$ 601,373
2027	\$ 63,743	\$ 132,267	\$ 66,000	\$ 271,860	\$ -	\$ 37,694	\$ 30,137	\$ 601,701
2028	\$ 66,118	\$ 129,877	\$ 70,000	\$ 267,900	\$ -	\$ 37,045	\$ 30,740	\$ 601,680
2029	\$ 68,890	\$ 127,149	\$ 74,000	\$ 263,700	\$ -	\$ 36,365	\$ 31,354	\$ 601,458
2030	\$ 72,057	\$ 124,308	\$ 78,000	\$ 259,260	\$ -	\$ 35,650	\$ 31,982	\$ 601,257
2031	\$ 74,829	\$ 121,335	\$ 83,000	\$ 254,580	\$ -	\$ 34,900	\$ 32,621	\$ 601,265
2032	\$ 78,392	\$ 118,249	\$ 87,000	\$ 249,600	\$ -	\$ 34,111	\$ 33,274	\$ 600,625
2033	\$ 81,559	\$ 115,015	\$ 93,000	\$ 244,380	\$ -	\$ 33,284	\$ 33,939	\$ 601,177
2034	\$ 85,123	\$ 111,447	\$ 98,000	\$ 238,800	\$ -	\$ 32,411	\$ 34,618	\$ 600,398
2035	\$ 89,082	\$ 107,723	\$ 104,000	\$ 232,920	\$ -	\$ 31,495	\$ 35,310	\$ 600,530
2036	\$ 93,041	\$ 103,825	\$ 110,000	\$ 226,680	\$ -	\$ 30,530	\$ 36,016	\$ 600,093
2037	\$ 97,396	\$ 99,755	\$ 117,000	\$ 220,080	\$ -	\$ 29,515	\$ 36,737	\$ 600,482
2038	\$ 101,751	\$ 95,494	\$ 124,000	\$ 213,060	\$ -	\$ 28,443	\$ 37,472	\$ 600,219
2039	\$ 106,502	\$ 91,042	\$ 132,000	\$ 205,620	\$ -	\$ 27,314	\$ 38,221	\$ 600,699
2040	\$ 111,253	\$ 86,383	\$ 140,000	\$ 197,700	\$ -	\$ 26,122	\$ 38,985	\$ 600,443
2041	\$ 116,400	\$ 81,515	\$ 148,000	\$ 189,300	\$ -	\$ 24,865	\$ 39,765	\$ 599,846
2042	\$ 121,547	\$ 76,423	\$ 157,000	\$ 180,420	\$ -	\$ 23,543	\$ 40,560	\$ 599,493
2043	\$ 127,090	\$ 71,105	\$ 167,000	\$ 171,000	\$ -	\$ 22,151	\$ 41,372	\$ 599,717
2044	\$ 133,029	\$ 65,386	\$ 177,000	\$ 160,980	\$ -	\$ 20,680	\$ 42,199	\$ 599,274
2045	\$ 139,363	\$ 59,400	\$ 188,000	\$ 150,360	\$ -	\$ 19,130	\$ 43,043	\$ 599,296
2046	\$ 146,094	\$ 53,128	\$ 200,000	\$ 139,080	\$ -	\$ 17,493	\$ 43,904	\$ 599,699
2047	\$ 153,221	\$ 46,554	\$ 212,000	\$ 127,080	\$ -	\$ 15,763	\$ 44,782	\$ 599,399
2048	\$ 160,347	\$ 39,659	\$ 226,000	\$ 114,360	\$ -	\$ 13,937	\$ 45,678	\$ 599,980
2049	\$ 167,870	\$ 32,444	\$ 240,000	\$ 100,800	\$ -	\$ 12,005	\$ 46,591	\$ 599,709
2050	\$ 175,788	\$ 24,889	\$ 254,000	\$ 86,400	\$ -	\$ 9,965	\$ 47,523	\$ 598,566
2051	\$ 184,102	\$ 16,979	\$ 270,000	\$ 71,160	\$ -	\$ 7,817	\$ 48,473	\$ 598,531
2052	\$ 193,208	\$ 8,694	\$ 287,000	\$ 54,960	\$ -	\$ 5,546	\$ 49,443	\$ 598,852
2053	\$ -	\$ -	\$ 305,000	\$ 37,740	\$ -	\$ 3,145	\$ 34,820	\$ 380,705
2054	\$ -	\$ -	\$ 324,000	\$ 19,440	\$ -	\$ 1,620	\$ 35,517	\$ 380,577
Total	\$ 3,128,549	\$ 2,411,407	\$ 4,685,000	\$ 5,470,763	\$ 113,257	\$ 729,916	\$ 1,143,589	\$ 17,682,481

Footnotes:

[a] Represents the portion of the Improvement Area #2 allocable to Improvement Area #2B.

[b] Interest on the Zone 1 Remainder Area Bonds is calculated at a 3.750%, 4.125%, 4.375%, and 4.500% rate for bonds maturing 2027, 2032, 2042, and 2052 respectively.

[c] Interest on the Improvement Area #2 Bonds is calculated at a 6.00% rate for illustrative purposes.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT J-4 –POD 2C ANNUAL INSTALLMENTS

Due 1/31	Improvement Area #1 Initial Bonds		Improvement Area #1 Additional Bonds		Total Additional Interest	Annual Collection Costs	Total Annual Installment ^[c]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
2025	\$ 197,510	\$ 412,572	\$ 53,032	\$ 127,388	\$ 64,002	\$ 20,988	\$ 875,492
2026	\$ 204,989	\$ 405,659	\$ 38,414	\$ 142,537	\$ 62,749	\$ 21,408	\$ 875,756
2027	\$ 212,808	\$ 398,485	\$ 40,794	\$ 140,328	\$ 61,532	\$ 21,836	\$ 875,783
2028	\$ 220,966	\$ 391,036	\$ 43,173	\$ 137,982	\$ 60,264	\$ 22,273	\$ 875,696
2029	\$ 230,485	\$ 382,474	\$ 45,893	\$ 135,500	\$ 58,944	\$ 22,718	\$ 876,014
2030	\$ 240,003	\$ 373,543	\$ 48,613	\$ 132,861	\$ 57,562	\$ 23,173	\$ 875,754
2031	\$ 250,202	\$ 364,243	\$ 51,672	\$ 130,066	\$ 56,119	\$ 23,636	\$ 875,937
2032	\$ 260,740	\$ 354,547	\$ 54,732	\$ 127,095	\$ 54,609	\$ 24,109	\$ 875,832
2033	\$ 271,959	\$ 344,444	\$ 57,791	\$ 123,948	\$ 53,032	\$ 24,591	\$ 875,764
2034	\$ 283,857	\$ 333,565	\$ 61,191	\$ 120,625	\$ 51,383	\$ 25,083	\$ 875,703
2035	\$ 296,095	\$ 322,211	\$ 65,270	\$ 117,106	\$ 49,658	\$ 25,585	\$ 875,924
2036	\$ 309,013	\$ 310,367	\$ 69,009	\$ 113,353	\$ 47,851	\$ 26,096	\$ 875,690
2037	\$ 322,611	\$ 298,007	\$ 73,429	\$ 109,385	\$ 45,961	\$ 26,618	\$ 876,011
2038	\$ 336,549	\$ 285,102	\$ 77,848	\$ 105,163	\$ 43,981	\$ 27,151	\$ 875,793
2039	\$ 351,506	\$ 271,640	\$ 82,267	\$ 100,687	\$ 41,909	\$ 27,694	\$ 875,703
2040	\$ 366,804	\$ 257,580	\$ 87,707	\$ 95,956	\$ 39,740	\$ 28,247	\$ 876,034
2041	\$ 382,782	\$ 242,908	\$ 93,146	\$ 90,913	\$ 37,467	\$ 28,812	\$ 876,028
2042	\$ 399,439	\$ 227,597	\$ 98,925	\$ 85,557	\$ 35,088	\$ 29,389	\$ 875,994
2043	\$ 417,116	\$ 211,619	\$ 104,704	\$ 79,869	\$ 32,596	\$ 29,976	\$ 875,881
2044	\$ 435,814	\$ 194,413	\$ 111,163	\$ 73,849	\$ 29,987	\$ 30,576	\$ 875,801
2045	\$ 455,530	\$ 176,436	\$ 117,962	\$ 67,457	\$ 27,252	\$ 31,187	\$ 875,824
2046	\$ 476,267	\$ 157,645	\$ 125,101	\$ 60,674	\$ 24,384	\$ 31,811	\$ 875,883
2047	\$ 497,684	\$ 137,999	\$ 132,920	\$ 53,481	\$ 21,378	\$ 32,447	\$ 875,909
2048	\$ 520,121	\$ 117,470	\$ 141,078	\$ 45,838	\$ 18,225	\$ 33,096	\$ 875,827
2049	\$ 543,917	\$ 96,015	\$ 149,577	\$ 37,726	\$ 14,919	\$ 33,758	\$ 875,911
2050	\$ 568,393	\$ 73,578	\$ 158,756	\$ 29,125	\$ 11,451	\$ 34,434	\$ 875,737
2051	\$ 594,229	\$ 50,132	\$ 168,614	\$ 19,997	\$ 7,815	\$ 35,122	\$ 875,910
2052	\$ 621,085	\$ 25,620	\$ 179,153	\$ 10,301	\$ 4,001	\$ 35,825	\$ 229,280
Total	\$ 10,268,473	\$ 7,216,904	\$ 2,531,934	\$ 2,614,765	\$ 1,113,859	\$ 777,642	\$ 23,876,871

Footnotes:

[a] Interest on the Improvement Area #1 Initial Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

[b] Interest on the Improvement Area #1 Additional Bonds is calculated at a 5.750% rate for illustrative purposes.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT J-5 – POD 2D ANNUAL INSTALLMENTS

Due 1/31	Improvement Area #1 Initial Bonds		Improvement Area #1 Additional Bonds		Total Additional Interest	Annual Collection Costs	Total Annual Installment ^[c]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
2025	\$ 128,470	\$ 268,357	\$ 34,495	\$ 82,859	\$ 41,630	\$ 13,652	\$ 569,462
2026	\$ 133,335	\$ 263,860	\$ 24,986	\$ 92,713	\$ 40,815	\$ 13,925	\$ 569,634
2027	\$ 138,420	\$ 259,194	\$ 26,534	\$ 91,276	\$ 40,024	\$ 14,203	\$ 569,651
2028	\$ 143,727	\$ 254,349	\$ 28,082	\$ 89,750	\$ 39,199	\$ 14,487	\$ 569,595
2029	\$ 149,918	\$ 248,780	\$ 29,851	\$ 88,136	\$ 38,340	\$ 14,777	\$ 569,802
2030	\$ 156,110	\$ 242,970	\$ 31,620	\$ 86,419	\$ 37,441	\$ 15,073	\$ 569,633
2031	\$ 162,743	\$ 236,921	\$ 33,610	\$ 84,601	\$ 36,502	\$ 15,374	\$ 569,752
2032	\$ 169,598	\$ 230,615	\$ 35,600	\$ 82,669	\$ 35,521	\$ 15,682	\$ 569,683
2033	\$ 176,895	\$ 224,043	\$ 37,590	\$ 80,622	\$ 34,495	\$ 15,995	\$ 569,639
2034	\$ 184,634	\$ 216,967	\$ 39,801	\$ 78,460	\$ 33,422	\$ 16,315	\$ 569,600
2035	\$ 192,594	\$ 209,582	\$ 42,455	\$ 76,172	\$ 32,300	\$ 16,641	\$ 569,744
2036	\$ 200,997	\$ 201,878	\$ 44,887	\$ 73,730	\$ 31,125	\$ 16,974	\$ 569,591
2037	\$ 209,842	\$ 193,838	\$ 47,762	\$ 71,149	\$ 29,895	\$ 17,314	\$ 569,800
2038	\$ 218,908	\$ 185,444	\$ 50,636	\$ 68,403	\$ 28,607	\$ 17,660	\$ 569,658
2039	\$ 228,637	\$ 176,688	\$ 53,511	\$ 65,491	\$ 27,260	\$ 18,013	\$ 569,600
2040	\$ 238,587	\$ 167,542	\$ 57,049	\$ 62,415	\$ 25,849	\$ 18,374	\$ 569,815
2041	\$ 248,980	\$ 157,999	\$ 60,587	\$ 59,134	\$ 24,371	\$ 18,741	\$ 569,811
2042	\$ 259,814	\$ 148,040	\$ 64,346	\$ 55,651	\$ 22,823	\$ 19,116	\$ 569,789
2043	\$ 271,313	\$ 137,647	\$ 68,105	\$ 51,951	\$ 21,202	\$ 19,498	\$ 569,715
2044	\$ 283,474	\$ 126,456	\$ 72,306	\$ 48,035	\$ 19,505	\$ 19,888	\$ 569,663
2045	\$ 296,299	\$ 114,762	\$ 76,728	\$ 43,877	\$ 17,726	\$ 20,286	\$ 569,678
2046	\$ 309,787	\$ 102,540	\$ 81,372	\$ 39,465	\$ 15,861	\$ 20,692	\$ 569,717
2047	\$ 323,718	\$ 89,761	\$ 86,457	\$ 34,786	\$ 13,905	\$ 21,105	\$ 569,733
2048	\$ 338,312	\$ 76,408	\$ 91,764	\$ 29,815	\$ 11,854	\$ 21,528	\$ 569,681
2049	\$ 353,790	\$ 62,452	\$ 97,292	\$ 24,539	\$ 9,704	\$ 21,958	\$ 569,735
2050	\$ 369,710	\$ 47,859	\$ 103,262	\$ 18,944	\$ 7,448	\$ 22,397	\$ 569,622
2051	\$ 386,515	\$ 32,608	\$ 109,675	\$ 13,007	\$ 5,084	\$ 22,845	\$ 569,734
2052	\$ 403,984	\$ 16,664	\$ 116,530	\$ 6,700	\$ 2,603	\$ 23,302	\$ 149,135
Total	\$ 6,679,112	\$ 4,694,223	\$ 1,646,892	\$ 1,700,770	\$ 724,508	\$ 505,816	\$ 15,530,672

Footnotes:

[a] Interest on the Improvement Area #1 Initial Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

[b] Interest on the Improvement Area #1 Additional Bonds is calculated at a 5.750% rate for illustrative purposes.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT J-6 – POD 2E ANNUAL INSTALLMENTS

Due 1/31	Zone 1 Remainder Area Bonds		Improvement Area #2 Bonds ^[a]		IA#2A Reimbursement Obligation	Total Additional	Annual Collection	Total Annual
	Principal	Interest ^[b]	Principal	Interest ^[c]	Principal	Interest	Costs	Installment ^[d]
2025	\$ 90,612	\$ 208,718	\$ 137,000	\$ 375,270	\$ 193,779	\$ 59,607	\$ 33,681	\$ 1,098,668
2026	\$ 93,633	\$ 205,320	\$ 92,000	\$ 420,660	\$ -	\$ 58,469	\$ 34,355	\$ 904,437
2027	\$ 97,257	\$ 201,809	\$ 98,000	\$ 415,140	\$ -	\$ 57,541	\$ 35,042	\$ 904,789
2028	\$ 100,882	\$ 198,162	\$ 104,000	\$ 409,260	\$ -	\$ 56,565	\$ 35,743	\$ 904,611
2029	\$ 105,110	\$ 194,001	\$ 110,000	\$ 403,020	\$ -	\$ 55,540	\$ 36,458	\$ 904,129
2030	\$ 109,943	\$ 189,665	\$ 117,000	\$ 396,420	\$ -	\$ 54,465	\$ 37,187	\$ 904,679
2031	\$ 114,171	\$ 185,130	\$ 124,000	\$ 389,400	\$ -	\$ 53,330	\$ 37,930	\$ 903,962
2032	\$ 119,608	\$ 180,420	\$ 131,000	\$ 381,960	\$ -	\$ 52,139	\$ 38,689	\$ 903,817
2033	\$ 124,441	\$ 175,486	\$ 140,000	\$ 374,100	\$ -	\$ 50,886	\$ 39,463	\$ 904,376
2034	\$ 129,877	\$ 170,042	\$ 148,000	\$ 365,700	\$ -	\$ 49,564	\$ 40,252	\$ 903,436
2035	\$ 135,918	\$ 164,360	\$ 157,000	\$ 356,820	\$ -	\$ 48,175	\$ 41,057	\$ 903,330
2036	\$ 141,959	\$ 158,414	\$ 167,000	\$ 347,400	\$ -	\$ 46,710	\$ 41,878	\$ 903,361
2037	\$ 148,604	\$ 152,203	\$ 177,000	\$ 337,380	\$ -	\$ 45,165	\$ 42,716	\$ 903,068
2038	\$ 155,249	\$ 145,701	\$ 188,000	\$ 326,760	\$ -	\$ 43,537	\$ 43,570	\$ 902,818
2039	\$ 162,498	\$ 138,909	\$ 200,000	\$ 315,480	\$ -	\$ 41,821	\$ 44,442	\$ 903,150
2040	\$ 169,747	\$ 131,800	\$ 213,000	\$ 303,480	\$ -	\$ 40,008	\$ 45,330	\$ 903,366
2041	\$ 177,600	\$ 124,374	\$ 226,000	\$ 290,700	\$ -	\$ 38,095	\$ 46,237	\$ 903,005
2042	\$ 185,453	\$ 116,604	\$ 240,000	\$ 277,140	\$ -	\$ 36,077	\$ 47,162	\$ 902,435
2043	\$ 193,910	\$ 108,490	\$ 255,000	\$ 262,740	\$ -	\$ 33,949	\$ 48,105	\$ 902,194
2044	\$ 202,971	\$ 99,764	\$ 271,000	\$ 247,440	\$ -	\$ 31,705	\$ 49,067	\$ 901,947
2045	\$ 212,637	\$ 90,630	\$ 288,000	\$ 231,180	\$ -	\$ 29,335	\$ 50,048	\$ 901,830
2046	\$ 222,906	\$ 81,062	\$ 306,000	\$ 213,900	\$ -	\$ 26,832	\$ 51,049	\$ 901,749
2047	\$ 233,779	\$ 71,031	\$ 326,000	\$ 195,540	\$ -	\$ 24,187	\$ 52,070	\$ 902,608
2048	\$ 244,653	\$ 60,511	\$ 346,000	\$ 175,980	\$ -	\$ 21,388	\$ 53,112	\$ 901,644
2049	\$ 256,130	\$ 49,501	\$ 368,000	\$ 155,220	\$ -	\$ 18,435	\$ 54,174	\$ 901,461
2050	\$ 268,212	\$ 37,976	\$ 391,000	\$ 133,140	\$ -	\$ 15,315	\$ 55,257	\$ 900,900
2051	\$ 280,898	\$ 25,906	\$ 416,000	\$ 109,680	\$ -	\$ 12,018	\$ 56,363	\$ 900,865
2052	\$ 294,792	\$ 13,266	\$ 442,000	\$ 84,720	\$ -	\$ 8,534	\$ 57,490	\$ 900,801
2053	\$ -	\$ -	\$ 470,000	\$ 58,200	\$ -	\$ 4,850	\$ 34,820	\$ 567,870
2054	\$ -	\$ -	\$ 500,000	\$ 30,000	\$ -	\$ 2,500	\$ 35,517	\$ 568,017
Total	\$ 4,773,451	\$ 3,679,255	\$ 7,148,000	\$ 8,383,830	\$ 193,779	\$ 1,116,744	\$ 1,318,264	\$ 26,613,322

Footnotes:

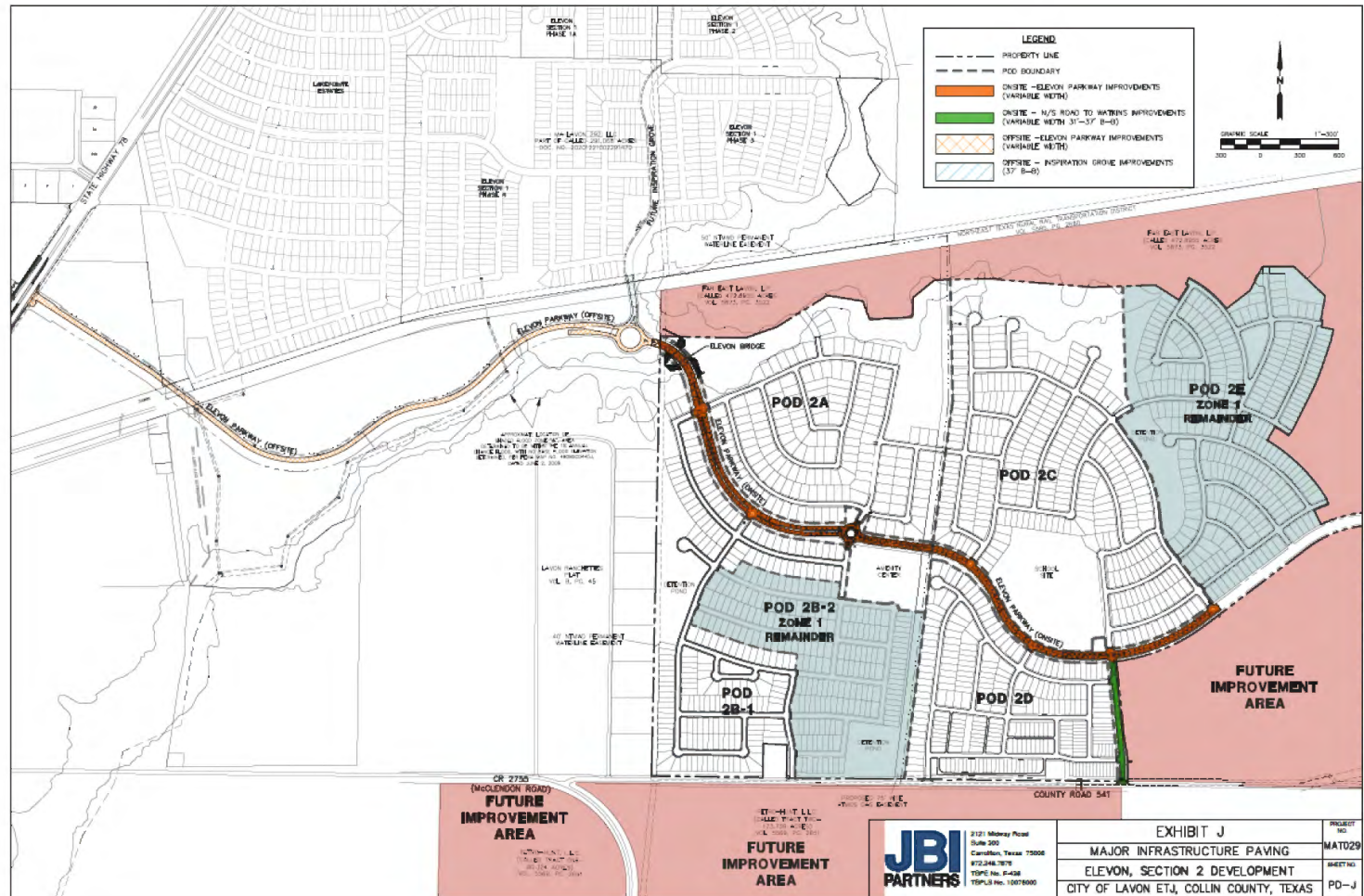
[a] Represents the portion of the Improvement Area #2 allocable to Improvement Area #2A.

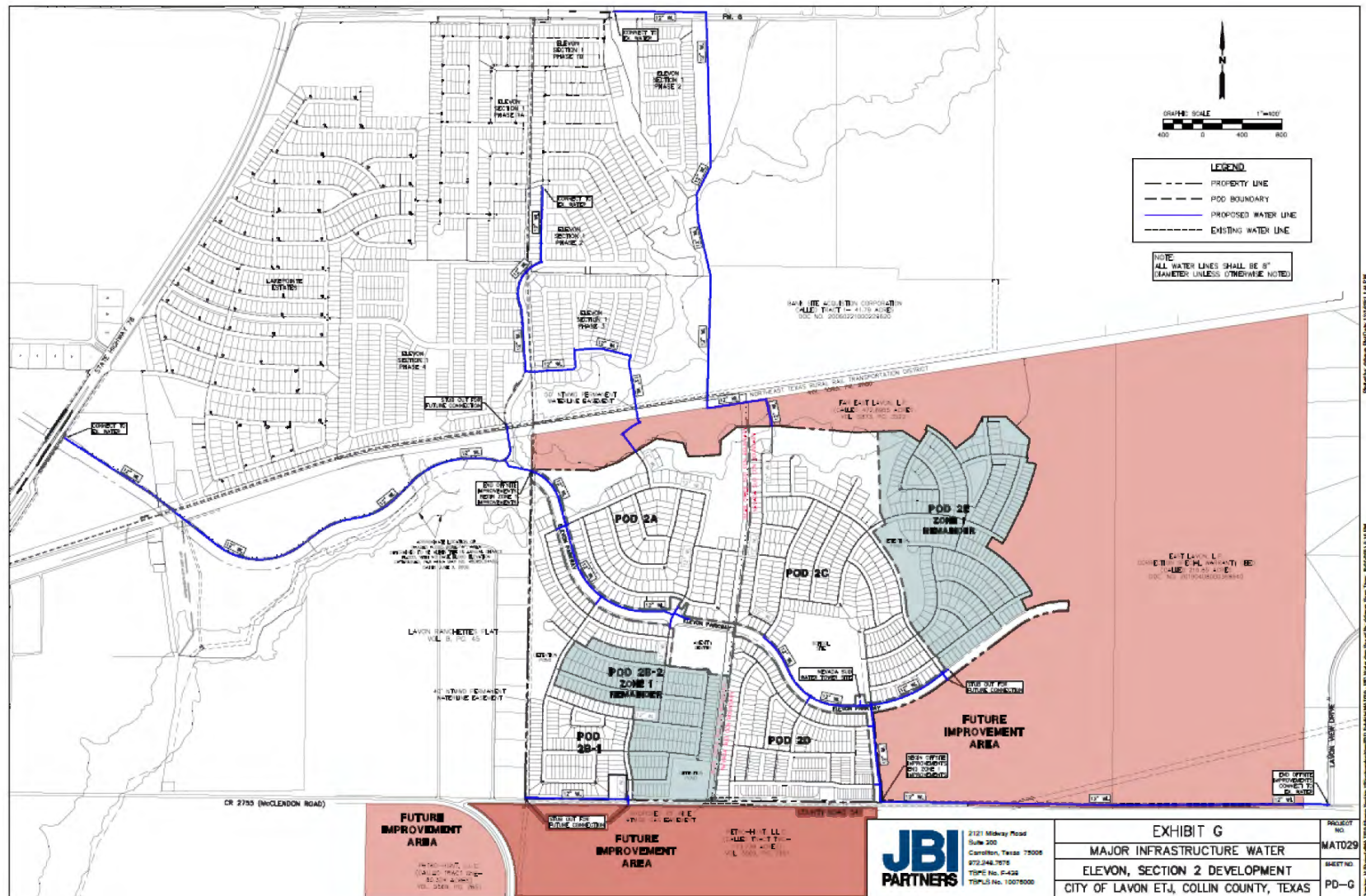
[b] Interest on the Zone 1 Remainder Area Bonds is calculated at a 3.750%, 4.125%, 4.375%, and 4.500% rate for bonds maturing 2027, 2032, 2042, and 2052 respectively.

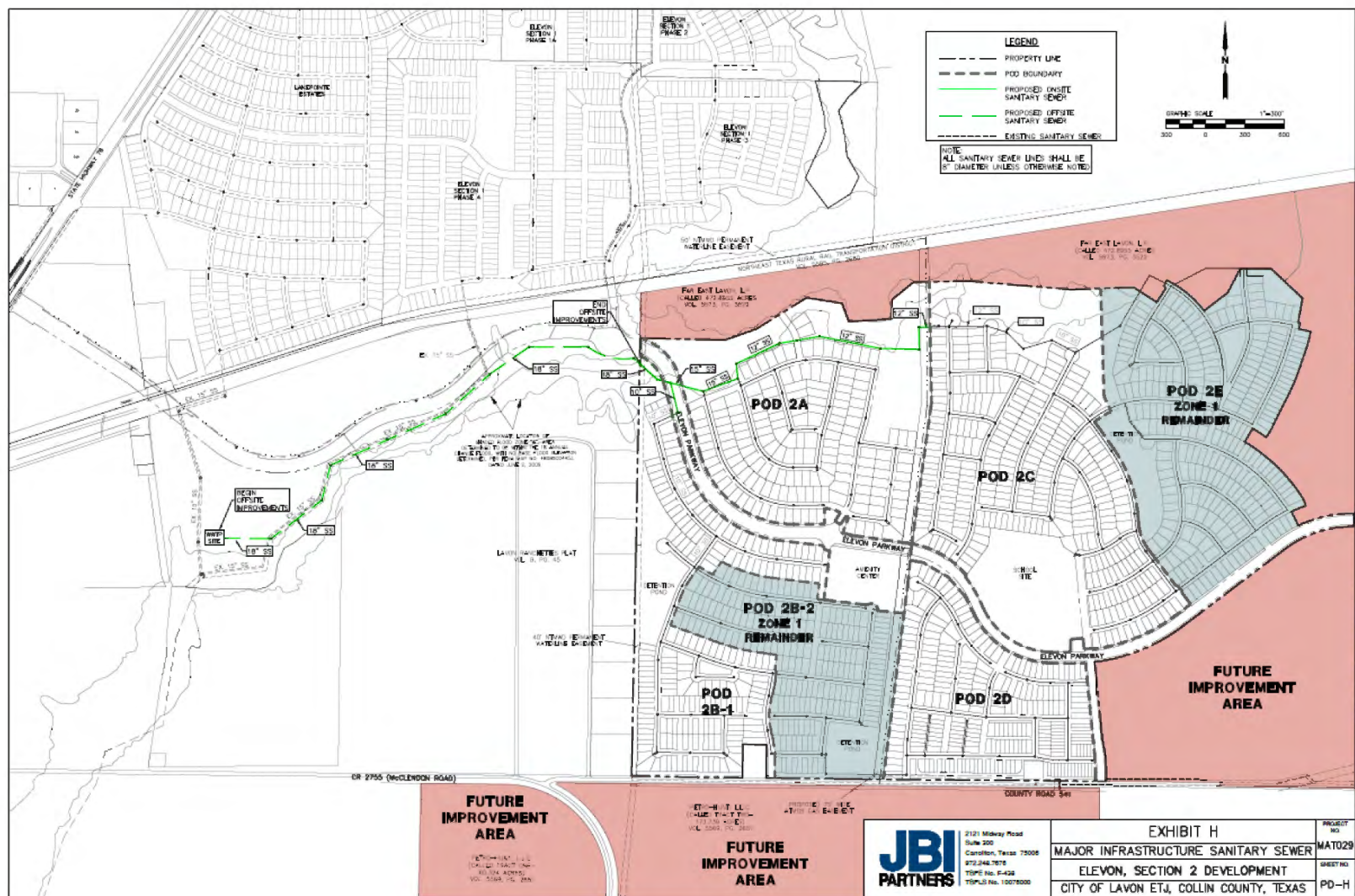
[c] Interest on the Improvement Area #2 Bonds is calculated at a 6.00% rate for illustrative purposes.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT K-1 – MAPS OF ZONE 1 IMPROVEMENTS AND OFFSITE IMPROVEMENTS







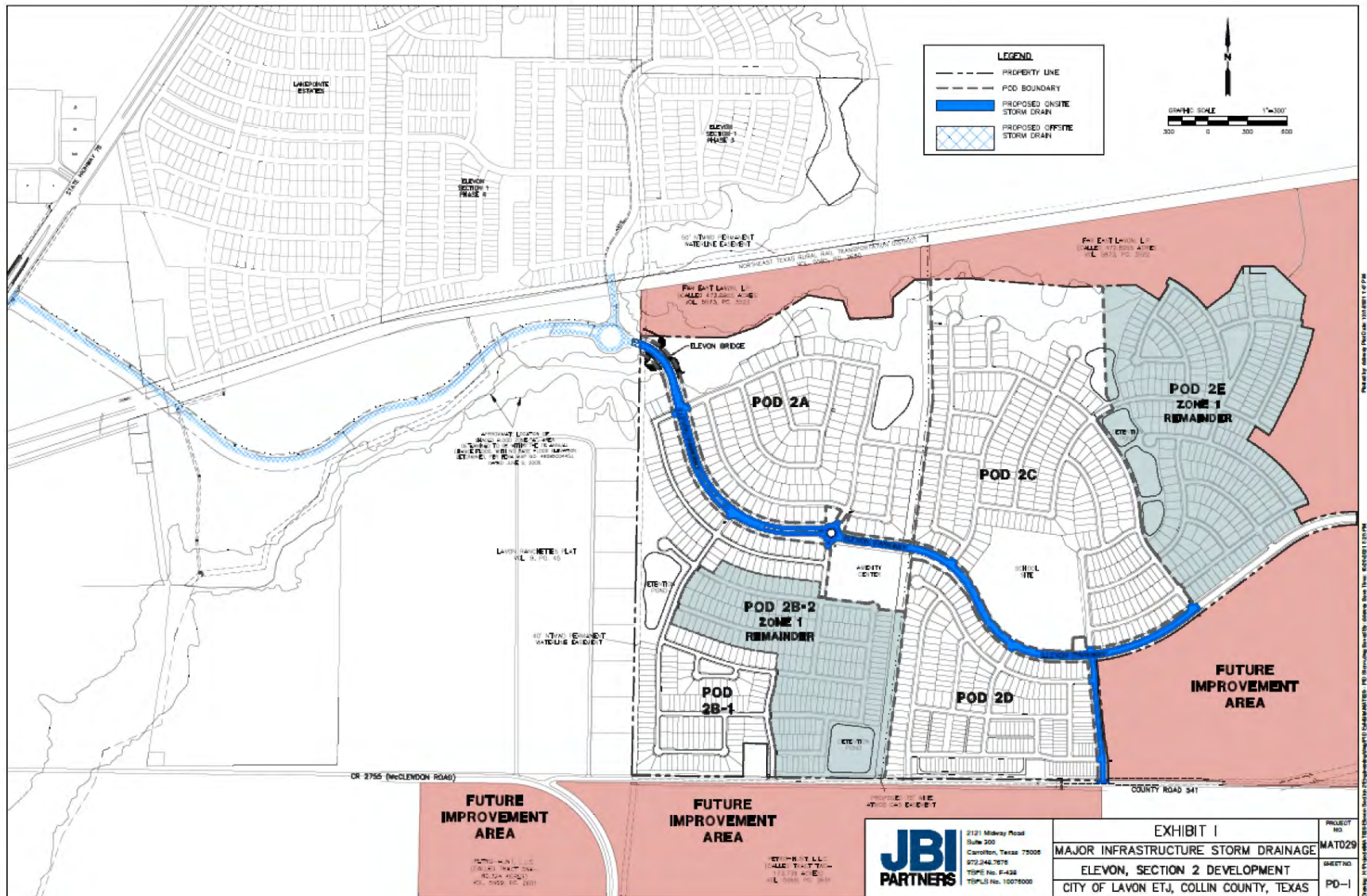
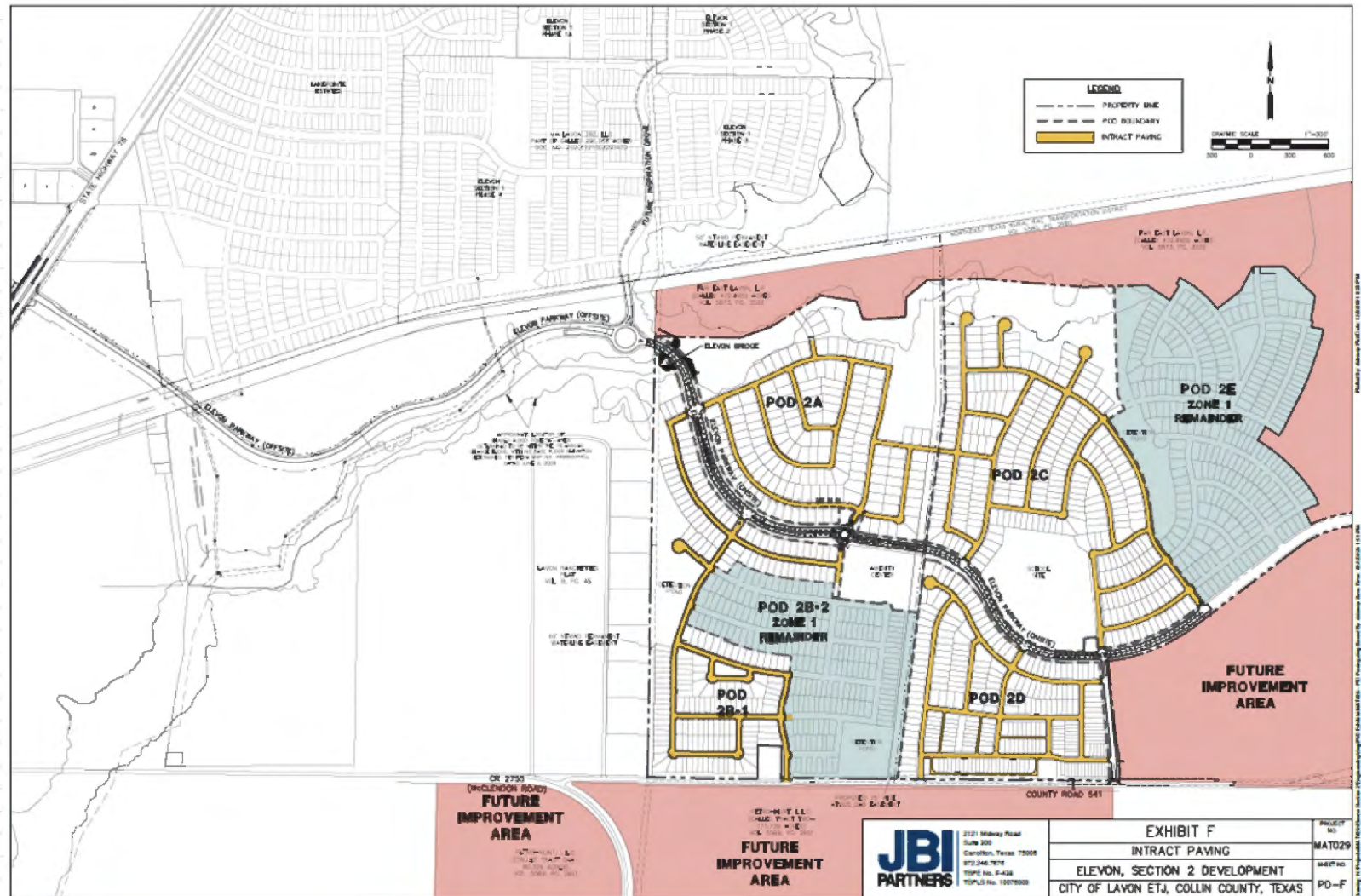
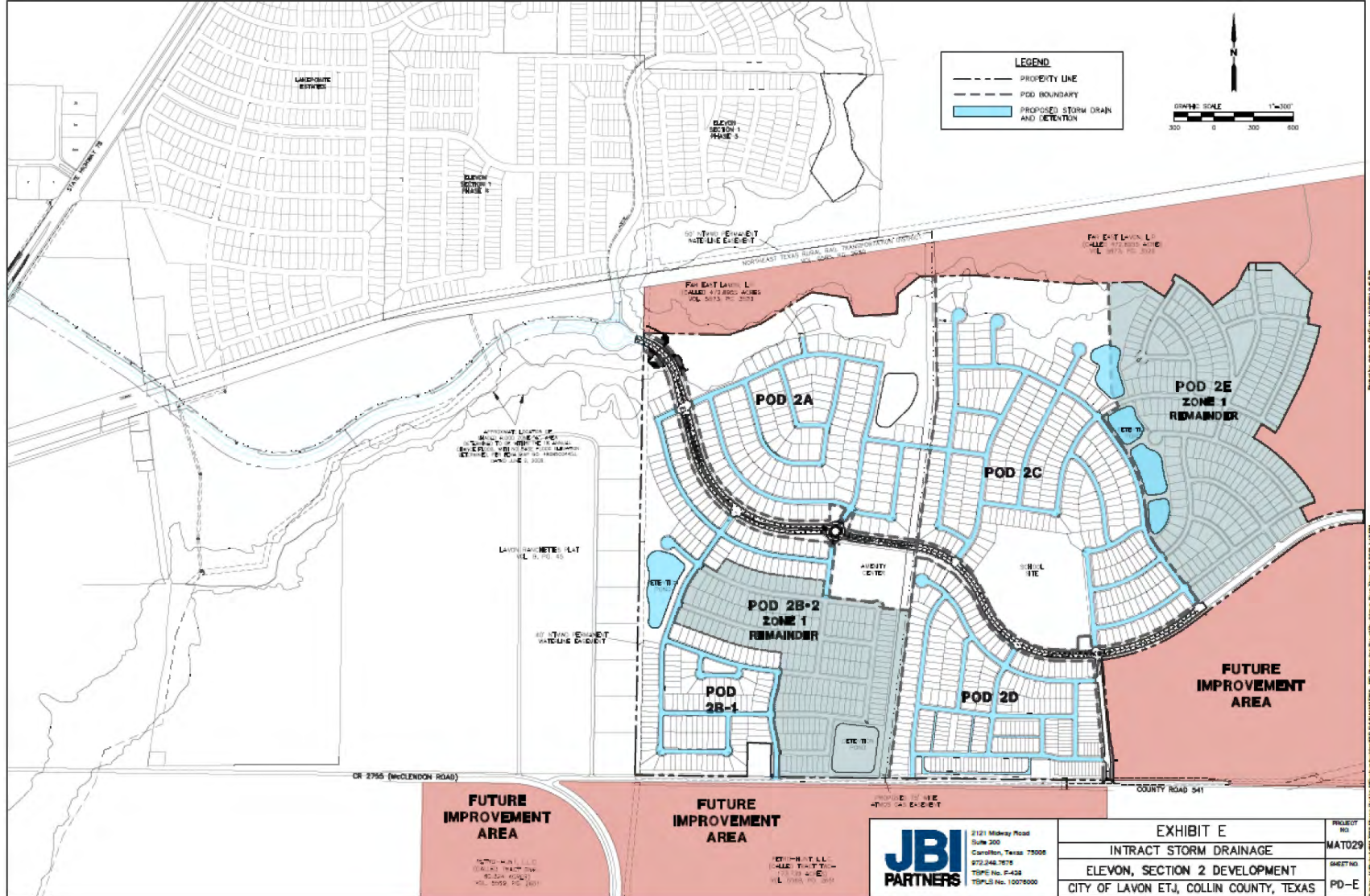


EXHIBIT K-2 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS





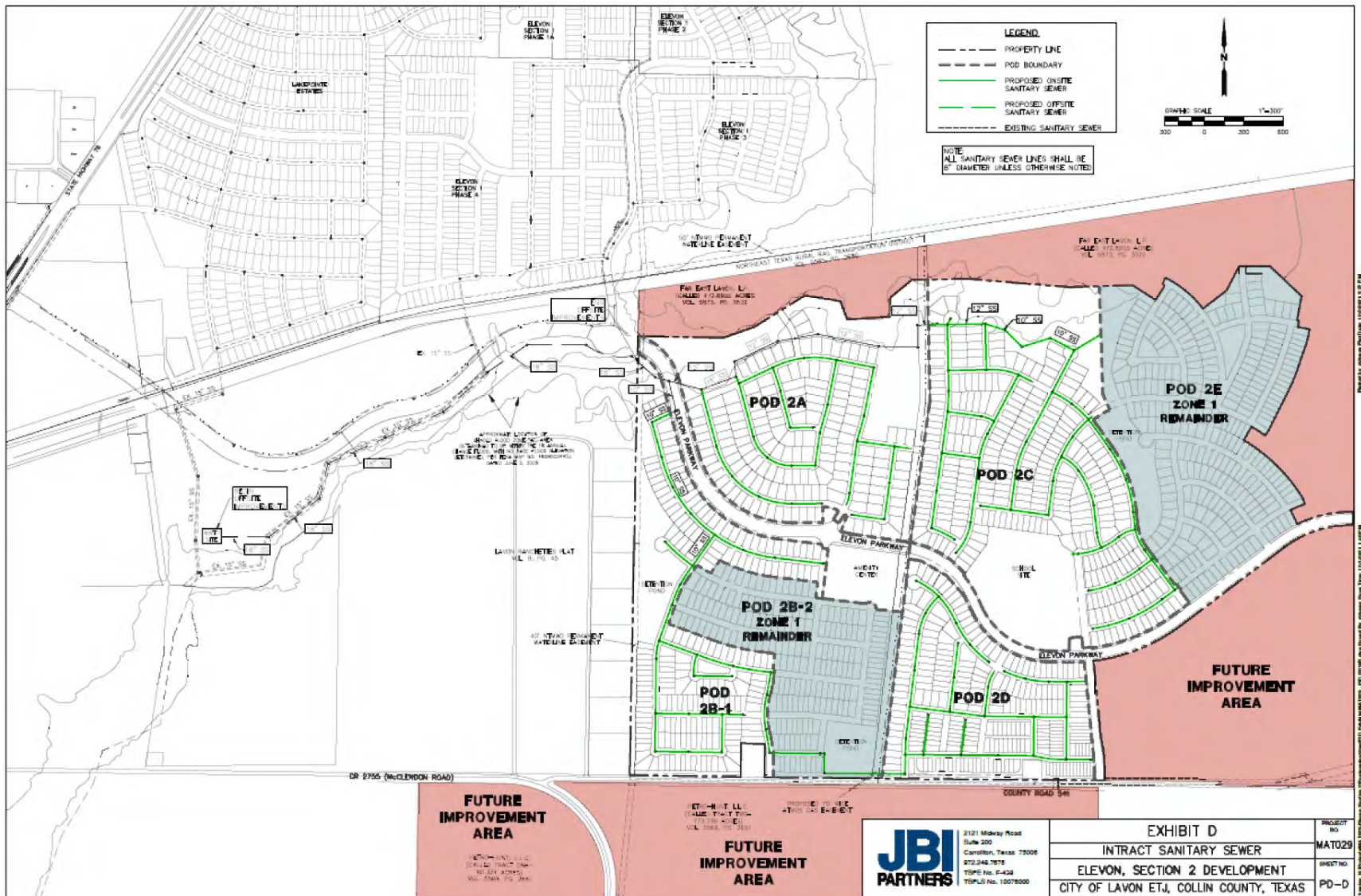
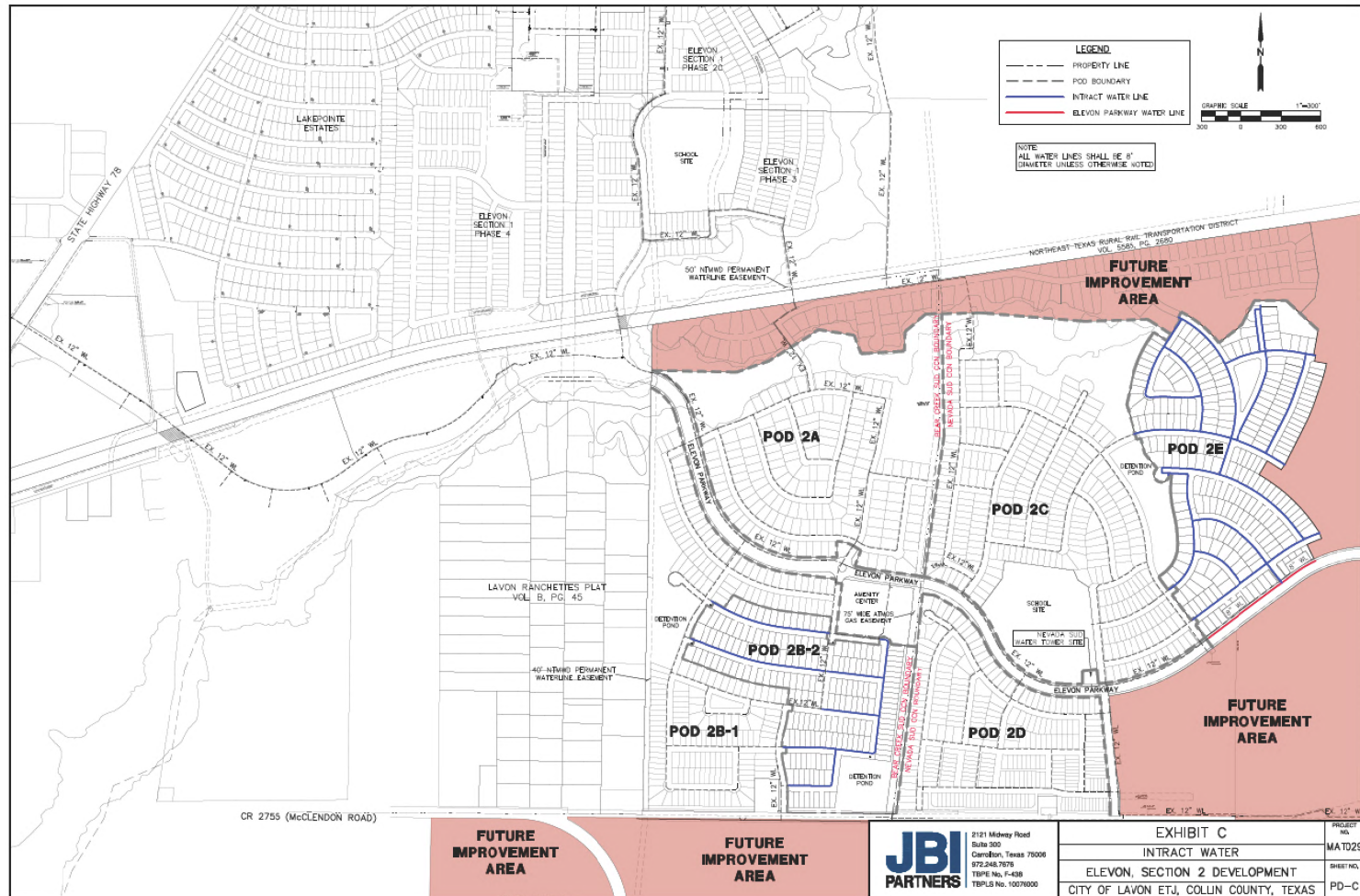
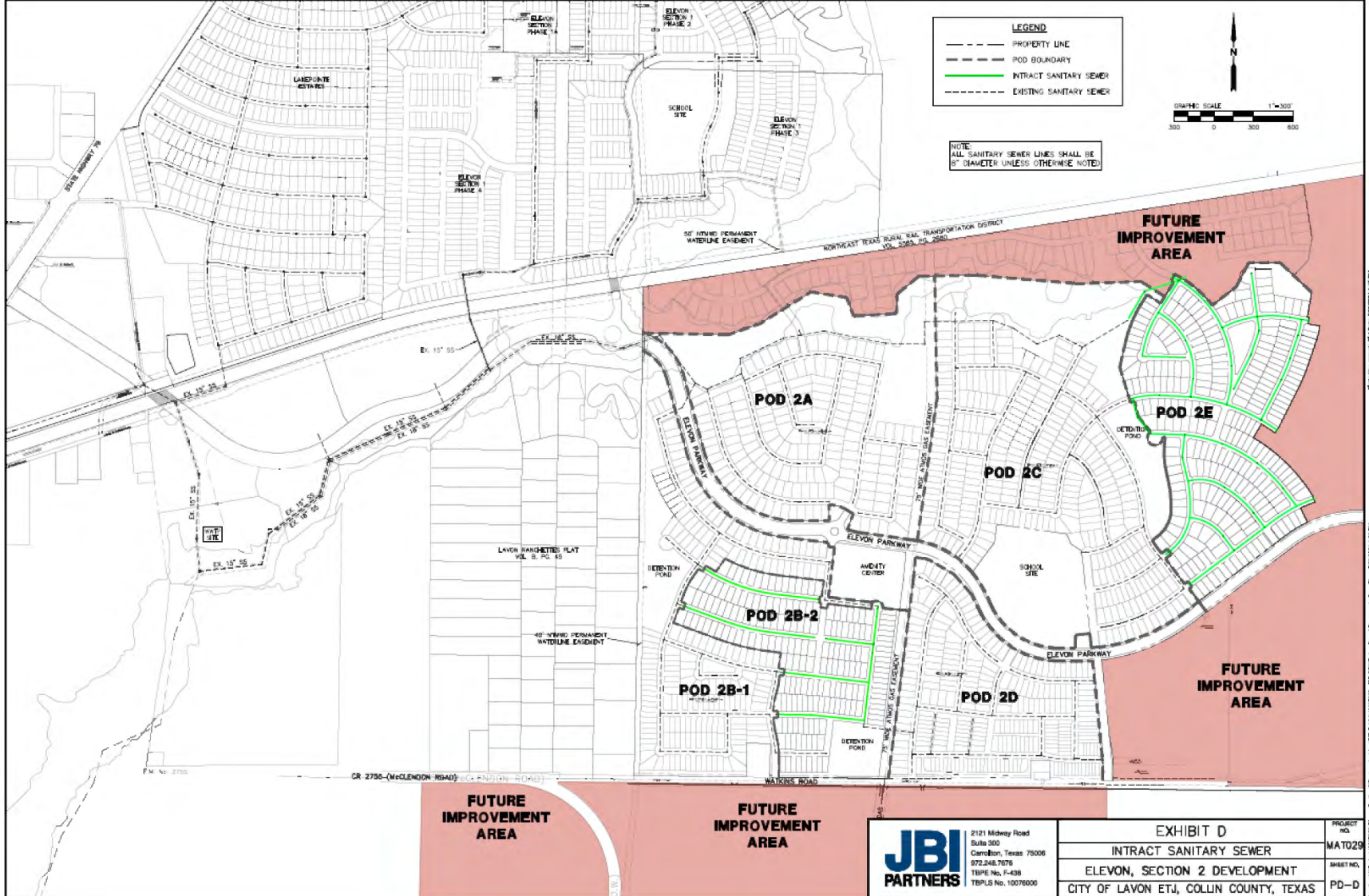


EXHIBIT K-3 – MAPS OF IMPROVEMENT AREA #2A IMPROVEMENTS AND IMPROVEMENT AREA #2B IMPROVEMENTS





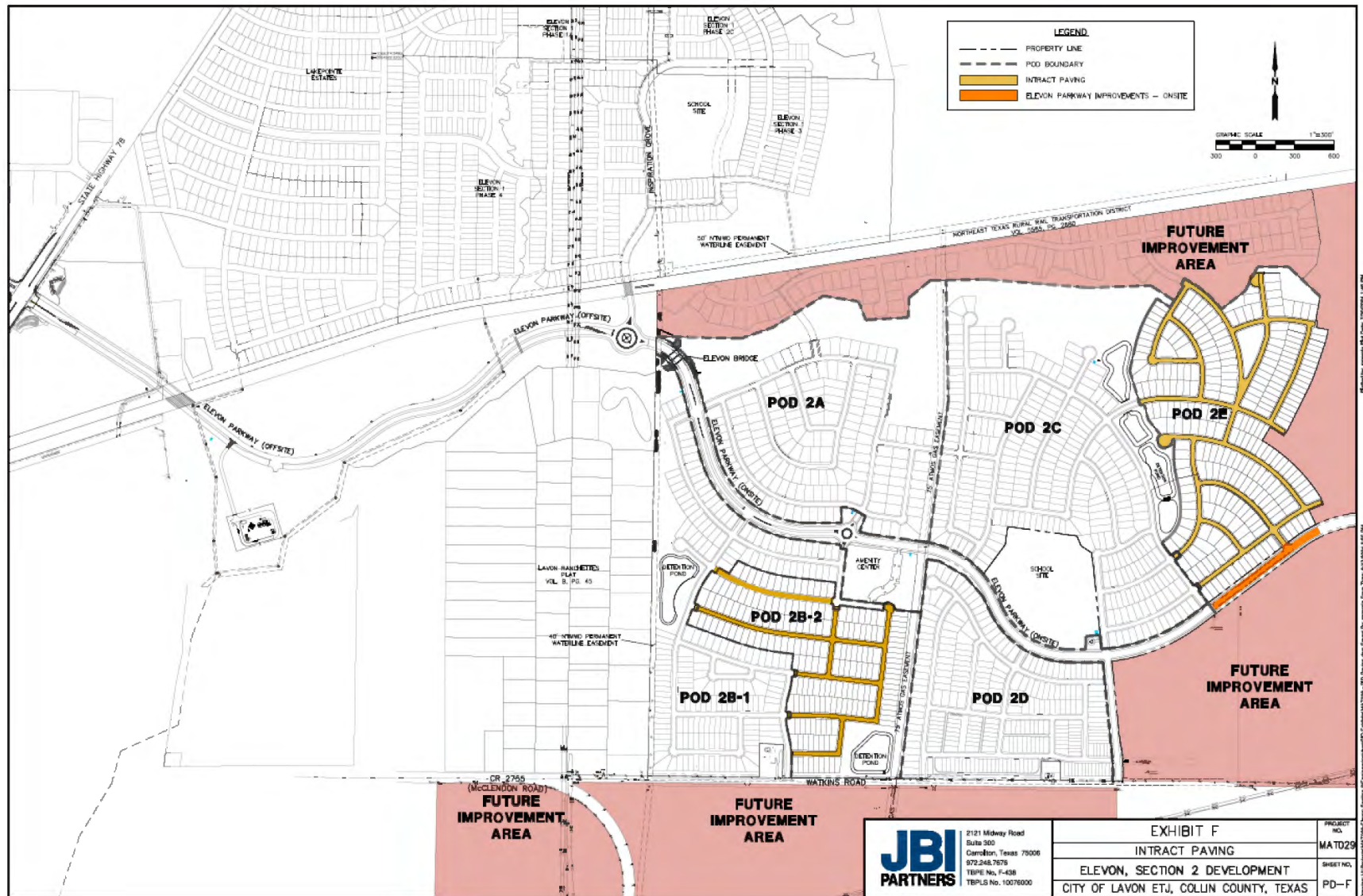


EXHIBIT L – FORM OF NOTICE OF ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Collin County Clerk's Office
Honorable [County Clerk]
Collin County Administration Building
2300 Bloomdale Rd

Re: City of Lavon Lien Release documents for filing

Dear Ms./Mr. [County Clerk]

Enclosed is a lien release that the City of Lavon is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents to my attention:

City of Lavon
Attn: City Secretary
PO Box 340
120 School Road
Lavon, TX 75166

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
(817) 393-0353
Admin@P3-Works.com
www.P3-Works.com

[City Secretary Name]
[City Secretary Address]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS §
 § **KNOWN ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN §

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Lavon, Texas, a Texas general law municipality (the "City").

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of Lavon, Texas is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits of the City; and

WHEREAS, on November 2, 2021, the City Council of the City approved Resolution No. 2021-11-07 creating the Eleven Public Improvement District (the “District”); and

WHEREAS, the District consists of approximately 982.719 contiguous acres within the corporate limits of the City; and

WHEREAS, on February 1, 2022, the City Council, approved Ordinance No. _____, (hereinafter referred to as the "2022 Assessment Ordinance") approving a service and assessment plan and assessment roll for the real property located with the District, the Assessment Ordinance being recorded on _____, as Instrument No. _____ in the Official Public Records of Collin County, TX; and

WHEREAS, on September __, 2024, the City Council, approved Ordinance No. _____, (hereinafter referred to as the "2024 Assessment Ordinance") approving an amended and restated service and assessment plan and assessment roll for the real property located with the District, the Assessment Ordinance being recorded on _____, as Instrument No. _____ in the Official Public Records of Collin County, TX; and

EXHIBIT M-1 – DEBT SERVICE SCHEDULE FOR ZONE 1 REMAINDER AREA BONDS

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2022 ⁽¹⁾	-	204,699.69	204,699.69
2023 ⁽¹⁾	-	350,913.76	350,913.76
2024	144,000.00	350,913.76	494,913.76
2025	150,000.00	345,513.76	495,513.76
2026	155,000.00	339,888.76	494,888.76
2027	161,000.00	334,076.26	495,076.26
2028	167,000.00	328,038.76	495,038.76
2029	174,000.00	321,150.00	495,150.00
2030	182,000.00	313,972.50	495,972.50
2031	189,000.00	306,465.00	495,465.00
2032	198,000.00	298,668.76	496,668.76
2033	206,000.00	290,501.26	496,501.26
2034	215,000.00	281,488.76	496,488.76
2035	225,000.00	272,082.50	497,082.50
2036	235,000.00	262,238.76	497,238.76
2037	246,000.00	251,957.50	497,957.50
2038	257,000.00	241,195.00	498,195.00
2039	269,000.00	229,951.26	498,951.26
2040	281,000.00	218,182.50	499,182.50
2041	294,000.00	205,888.76	499,888.76
2042	307,000.00	193,026.26	500,026.26
2043	321,000.00	179,595.00	500,595.00
2044	336,000.00	165,150.00	501,150.00
2045	352,000.00	150,030.00	502,030.00
2046	369,000.00	134,190.00	503,190.00
2047	387,000.00	117,585.00	504,585.00
2048	405,000.00	100,170.00	505,170.00
2049	424,000.00	81,945.00	505,945.00
2050	444,000.00	62,865.00	506,865.00
2051	465,000.00	42,885.00	507,885.00
2052	488,000.00	21,960.00	509,960.00
Total⁽²⁾	<u>\$8,046,000.00</u>	<u>\$6,997,188.57</u>	<u>\$15,043,188.57</u>

⁽¹⁾ Interest due in 2022 and 2023 will be paid from amounts on deposit in the Capitalized Interest Account.

⁽²⁾ Totals may not add due to rounding.

EXHIBIT M-2 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1 INITIAL BONDS

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

<u>Year Ending (September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022 ⁽¹⁾	-	728,838.54	728,838.54
2023	464,000.00	1,249,437.50	1,713,437.50
2024	559,000.00	1,233,197.50	1,792,197.50
2025	581,000.00	1,213,632.50	1,794,632.50
2026	603,000.00	1,193,297.50	1,796,297.50
2027	626,000.00	1,172,192.50	1,798,192.50
2028	650,000.00	1,150,282.50	1,800,282.50
2029	678,000.00	1,125,095.00	1,803,095.00
2030	706,000.00	1,098,822.50	1,804,822.50
2031	736,000.00	1,071,465.00	1,807,465.00
2032	767,000.00	1,042,945.00	1,809,945.00
2033	800,000.00	1,013,223.76	1,813,223.76
2034	835,000.00	981,223.76	1,816,223.76
2035	871,000.00	947,823.76	1,818,823.76
2036	909,000.00	912,983.76	1,821,983.76
2037	949,000.00	876,623.76	1,825,623.76
2038	990,000.00	838,663.76	1,828,663.76
2039	1,034,000.00	799,063.76	1,833,063.76
2040	1,079,000.00	757,703.76	1,836,703.76
2041	1,126,000.00	714,543.76	1,840,543.76
2042	1,175,000.00	669,503.76	1,844,503.76
2043	1,227,000.00	622,503.76	1,849,503.76
2044	1,282,000.00	571,890.00	1,853,890.00
2045	1,340,000.00	519,007.50	1,859,007.50
2046	1,401,000.00	463,732.50	1,864,732.50
2047	1,464,000.00	405,941.26	1,869,941.26
2048	1,530,000.00	345,551.26	1,875,551.26
2049	1,600,000.00	282,438.76	1,882,438.76
2050	1,672,000.00	216,438.76	1,888,438.76
2051	1,748,000.00	147,468.76	1,895,468.76
2052	1,827,000.00	75,363.76	1,902,363.76
Total⁽²⁾	<u>\$31,229,000.00</u>	<u>\$24,440,899.96</u>	<u>\$55,669,899.96</u>

⁽¹⁾ Interest due in 2022 will be paid from amounts on deposit in the Capitalized Interest Account.

⁽²⁾ Totals may not add due to rounding.

**EXHIBIT M-3 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1
ADDITIONAL BONDS**

[to be inserted at pricing]

**EXHIBIT M-4 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #2A-2B
BONDS**

[to be inserted at pricing]

**EXHIBIT M-5 – ANNUAL INSTALLMENT SERVICE SCHEDULE FOR IMPROVEMENT
AREA #2A REIMBURSEMENT OBLIGATION**

Due 1/31	Improvement Area #2A Reimbursement Obligation Principal
2025	\$ 193,778.91
Total	\$ 193,778.91

**EXHIBIT M-6 – ANNUAL INSTALLMENT SERVICE SCHEDULE FOR IMPROVEMENT
AREA #2B REIMBURSEMENT OBLIGATION**

Due 1/31	Improvement Area #2B Reimbursement Obligation Principal
2025	\$ 113,257.32
Total	\$ 113,257.32

EXHIBIT N-1 – DISTRICT LEGAL DESCRIPTION

<p>LEGAL DESCRIPTION TRACT 1</p> <p>Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 472.8955 acre tract of land described in deed to Fair East Lavan, L.P. as recorded in Volume 5873, Page 3522, Official Public Records of Collin County, Texas, and also being a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 2651, Official Public Records of Collin County, Texas, and being further described as follows:</p> <p>BEGINNING at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavin Ranchettes Plat, in Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541;</p> <p>THENCE along the west line of said 180.339 acre tract and along the east line of said Lavin Ranchettes Addition as follows: North 01 degrees 21 minutes 21 seconds East, 157.69 feet to a point for corner; North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a point for corner; North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a point for corner, said point being the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;</p> <p>THENCE North 01 degrees 07 minutes 21 seconds East, at 1,309.98 feet passing the northeast corner of said Lavin Ranchettes Addition, in all a total distance of 1,325.93 feet to a point for corner, said point being in the north line of said 472.8955 acre tract, said point also being in the south right-of-way line of that tract of land described in deed to Northeast Texas Rural Rail Transportation District as recorded in Volume 5585, Page 2650, Official Public Records of Collin County, Texas;</p> <p>THENCE North 81 degrees 09 minutes 48 seconds East, 5,098.29 feet along the north line of said 472.8955 acre tract and along the south right-of-way line of said Northeast Texas Rural Rail Transportation District to a point for corner, said point being the northeast corner of said 472.8955 acre tract, said point also being the northwest corner of that called 216.85 acre tract of land described in deed to East Lavan, L.P. as recorded in Document Number 2079048000362962, Official Public Records of Collin County, Texas;</p> <p>THENCE North 81 degrees 12 minutes 20 seconds East, 1,984.14 feet along the north line of said 216.85 acre tract to a point for corner, said point being the northeast corner of said 216.85 acre tract;</p> <p>THENCE along the east line of said 216.85 acre tract as follows: South 00 degrees 32 minutes 19 seconds West, 2,448.70 feet to a point for corner; South 00 degrees 30 minutes 32 seconds West, 2,570.14 feet to a point for corner in the southeast corner of said 216.85 acre tract, said point also being in the approximate centerline of County Road 541;</p> <p>THENCE along the approximate centerline of County Road Number 541 as follows: South 89 degrees 53 minutes 52 seconds West, 1,344.54 feet to a point for corner, said point being the southwest corner of said 216.85 acre tract, said point also being the southwest corner of said 472.8955 acre tract; North 89 degrees 08 minutes 13 seconds West, 1,466.14 feet to a point for corner, said point being the most southerly southwest corner of said 472.8955 acre tract;</p> <p>THENCE North 00 degrees 22 minutes 15 seconds East, 30.66 feet along the west line of said 472.8955 acre tract to a point for corner, said point being the southeast corner of said 180.339 acre tract, said point also being in the north right-of-way line of County Road Number 541;</p> <p>THENCE North 89 degrees 28 minutes 43 seconds West, 1,350.92 feet to a point for corner;</p> <p>THENCE North 00 degrees 31 minutes 17 seconds East, 147.58 feet to a one-half inch iron rod with yellow cap stamped "MB" set for corner;</p> <p>THENCE North 89 degrees 28 minutes 43 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "MB" set for corner;</p> <p>THENCE South 00 degrees 31 minutes 17 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "MB" set for corner, said point being in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;</p> <p>THENCE North 89 degrees 28 minutes 43 seconds West, 1,266.00 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a one-half inch iron rod with yellow cap stamped "MB" set for corner;</p> <p>THENCE North 89 degrees 23 minutes 25 seconds West, 705.75 feet to a point for corner;</p> <p>THENCE North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a point for corner;</p> <p>THENCE North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a point for corner;</p> <p>THENCE South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a point for corner;</p> <p>THENCE North 89 degrees 10 minutes 57 seconds West, 848.67 feet to the POINT OF BEGINNING and containing 34,987,739 square feet or 798.975 acres of land.</p> <p>"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used, to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."</p>	<p>LEGAL DESCRIPTION TRACT 2</p> <p>Being a parcel of land located in Collin County, Texas, a part of the Drury Anglin Survey, Abstract Number 2, and being a part of that called James P. Davis Survey, Abstract Number 240, and being all of that called Tract Two — 173.739 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 2651, Official Public Records of Collin County, Texas, and also being all of that called 20,005 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5710, Page 3283, Official Public Records of Collin County, Texas, and being further described as follows:</p> <p>BEGINNING at the southeast corner of said 20,005 acre tract;</p> <p>THENCE North 89 degrees 47 minutes 26 seconds West, 2,014.28 feet to a point for corner, said point being the southwest corner of said 20,005 acre tract;</p> <p>THENCE North 00 degrees 26 minutes 04 seconds East, 432.62 feet to a point for corner, said point being the northwest corner of said 20,005 acre tract, said point also being in the south line of said 173.739 acre tract;</p> <p>THENCE North 89 degrees 47 minutes 26 seconds West, 108.39 feet to the most southerly southwest corner of said 173.739 acre tract;</p> <p>THENCE along the west line of said 173.739 acre tract as follows: North 00 degrees 12 minutes 34 seconds East, 929.80 feet to a point for corner; North 89 degrees 47 minutes 26 seconds West, 1,359.50 feet to a point for corner, said point being the most westerly southwest corner of said 173.739 acre tract, said point also being in the east right-of-way line of Farm-to-Market Highway Number 2755;</p> <p>THENCE continuing along the west line of said 173.739 acre tract and along the east right-of-way line of Farm-to-Market Highway Number 2755: North 01 degrees 07 minutes 01 seconds East, 715.54 feet to a point for corner; Northwesterly, 566.03 feet along a curve to the left having a central angle of 54 degrees 03 minutes 55 seconds, a radius of 86,351 feet, a tangent of 540.61 feet, and whose chord bears North 30 degrees 55 minutes 56 seconds West, 916.44 feet to a point for corner; North 00 degrees 37 minutes 01 seconds East, 15.07 feet to a point for corner, said point being the northeast corner of said 173.739 acre tract, said point also being at the intersection of the east right-of-way line of Farm-to-Market Highway Number 2755 with the south right-of-way line of County Road Number 541;</p> <p>THENCE South 89 degrees 24 minutes 15 seconds East, 4,152.64 feet along the south right-of-way line of County Road Number 541 to a point for corner, said point being the northeast corner of said 173.739 acre tract;</p> <p>THENCE along the east line of said 173.739 acre tract as follows: South 00 degrees 25 minutes 05 seconds West, 1279.32 feet to a point for corner; North 89 degrees 05 minutes 54 seconds West, 156.29 feet to a point for corner; South 00 degrees 24 minutes 16 seconds West, 1137.75 feet to a point for corner, said point being the southeast corner of said 173.739 acre tract, said point also being the northeast corner of said 20,005 acre tract;</p> <p>THENCE South 00 degrees 26 minutes 04 seconds West, 432.62 to the POINT OF BEGINNING and containing 8,459,483 square feet or 193,744 acres of land.</p> <p>"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used, to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."</p> <p>NOTES:</p> <p>1) FLOOD STATEMENT: According to Community Flood No. 48085204454, dated June 2, 2008 of the Federal Emergency Management Agency, National Flood Insurance Program Map, a portion of this property is within Flood Zone 4. (Flood Zone 4 is located to the north of the 1950 and 1955 Flood (100-year flood), and the base flood elevations shown on said map.)</p> <p>2) The basis of bearing is based on the coordinate system (North Central Zone: 4302, State Plane Coordinates, NAD83), distances shown herein are not distances shown.</p> <p>3) The subject tract has frontage to County Road No. 541.</p> <p>4) Acreage here shown herein are approximate.</p>
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	2101 Midway Road Suite 200 Carrollton, Texas 75006 872.248.7878 TYPED BY: R-438 TYPED ON: 10/27/2020	<table><tr><td colspan="2">EXHIBIT A</td><td>PROJECT NO.</td></tr><tr><td colspan="2">PID BOUNDARY</td><td>MAT029</td></tr><tr><td colspan="2">ELEVON, SECTION 2 DEVELOPMENT</td><td>SHEET NO.</td></tr><tr><td colspan="2">CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS</td><td>PD-A2</td></tr></table>	EXHIBIT A		PROJECT NO.	PID BOUNDARY		MAT029	ELEVON, SECTION 2 DEVELOPMENT		SHEET NO.	CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS		PD-A2
	EXHIBIT A		PROJECT NO.											
	PID BOUNDARY		MAT029											
	ELEVON, SECTION 2 DEVELOPMENT		SHEET NO.											
CITY OF LAVON ETJ, COLLIN COUNTY, TEXAS		PD-A2												

EXHIBIT N-2 – FUTURE IMPROVEMENT AREA LEGAL DESCRIPTION

LEGAL DESCRIPTION

TRACT 1

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 472.8955 acre tract of land described in deed to Far East Lavon, L.P. as recorded in Volume 5873, Page 3522, Official Public Records of Collin County, Texas, and also being a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541;

THENCE along the west line of said 180.339 acre tract and along the east line of said Lavon Ranchettes Addition as follows: North 01 degrees 21 minutes 21 seconds East, 157.69 feet to a point for corner; North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a point for corner; North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a point for corner, said point being the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;

THENCE North 01 degrees 07 minutes 21 seconds East, at 1,306.98 feet passing the northeast corner of said Lavon Ranchettes Addition, in all a total distance of 1,925.93 feet to a point for corner, said point being in the north line of said 472.8955 acre tract, said point also being in the south right-of-way line of that tract of land described in deed to Northeast Texas Rural Rail Transportation District as recorded in Volume 5585, Page 2680, Official Public Records of Collin County, Texas;

THENCE North 81 degrees 09 minutes 48 seconds East, 6,008.29 feet along the north line of said 472.8955 acre tract and along the south right-of-way line of said Northeast Texas Rural Rail Transportation District to a point for corner, said point being the northeast corner of said 472.8955 acre tract, said point also being the northwest corner of that called 216.85 acre tract of land described in deed to East Lavon, L.P. as recorded in Document Number 20190408000368940, Official Public Records of Collin County, Texas;

THENCE North 81 degrees 12 minutes 20 seconds East, 1,968.14 feet along the north line of said 216.85 acre tract to a point for corner, said point being the northeast corner of said 216.85 acre tract;

THENCE along the east line of said 216.85 acre tract as follows: South 00 degrees 32 minutes 19 seconds West, 2,448.70 feet to a point or corner; South 00 degrees 30 minutes 32 seconds West, 2,570.14 feet to a point for corner in the southeast corner of said 216.85 acre tract, said point also being in the approximate centerline of County Road 541;

THENCE along the approximate centerline of County Road Number 541 as follows: South 89 degrees 53 minutes 52 seconds West, 1,944.34 feet to a point for corner, said point being the southwest corner of said 216.85 acre tract, said point also being the southeast corner of said 472.8955 acre tract; North 89 degrees

08 minutes 13 seconds West, 1,466.14 feet to a point for corner, said point being the most southerly southwest corner of said 472.8955 acre tract;

THENCE North 00 degrees 22 minutes 15 seconds East, 30.66 feet along the west line of said 472.8955 acre tract to a point for corner, said point being the southeast corner of said 180.339 acre tract, said point also being in the north right-of-way line of County Road Number 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 1,350.92 feet to a point for corner;

THENCE North 00 degrees 31 minutes 17 seconds East, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner; JBI" set for corner; set for corner;

THENCE North 89 degrees 28 minutes 43 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner; JBI" set for corner; set for corner;

THENCE South 00 degrees 31 minutes 17 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being in the south line of said 180.339 acre tract, said JBI" set for corner, said point being in the south line of said 180.339 acre tract, said set for corner, said point being in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 1,266.00 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a one-half inch iron rod with yellow cap stamped "JBI" set for corner; JBI" set for corner; set for corner;

THENCE North 89 degrees 23 minutes 25 seconds West, 705.75 feet to a point for corner;

THENCE North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a point for corner;

THENCE North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a point for corner;

THENCE South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a point for corner;

THENCE North 89 degrees 10 minutes 57 seconds West, 848.67 feet to the POINT OF BEGINNING and containing 34,367,739 square feet or 788.975 acres of land.

LEGAL DESCRIPTION

TRACT 2

Being a parcel of land located in Collin County, Texas, a part of the Drury Anglin Survey, Abstract Number 2, and being a part James P. Davis Survey, Abstract Number 249, and being all of that called Tract Two - 173.739 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5569, Page 2651, Official Public Records of Collin County, Texas, and also being all of that called 20.005 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5710, Page 3283, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at the southeast corner of said 20.005 acre tract;

THENCE North 89 degrees 47 minutes 26 seconds West, 2,014.28 feet to a point for corner, said point being the southwest corner of said 20.005 acre tract;

THENCE North 00 degrees 26 minutes 04 seconds East, 432.62 feet to a point for corner, said point being the northwest corner of said 20.005 acre tract, said point also being in the south line of said 173.739 acre tract;

THENCE North 89 degrees 47 minutes 26 seconds West, 108.39 feet to the most southerly southwest corner of said 173.739 acre tract;

THENCE along the west line of said 173.739 acre tract as follows: North 00 degrees 12 minutes 34 seconds East, 929.80 feet to a point for corner; North 89 degrees 47 minutes 26 seconds West, 1399.55 feet to a point for corner, said point being the most westerly southwest corner of said 173.739 acre tract, said point also being in the east right-of-way line of Farm-to-Market Highway Number 2755;

THENCE continuing along the west line of said 173.739 acre tract and along the east right-of-way line of Farm-to-Market Highway Number 2755; North 01 degrees 07 minutes 01 seconds East, 715.54 feet to a point for corner; Northwesterly, 966.03 feet along a curve to the left having a central angle of 64 degrees 05 minutes 55 seconds, a radius of 863.51 feet, a tangent of 540.61 feet, and whose chord bears North 30 degrees 55 minutes 56 seconds West, 916.44 feet to a point for corner; North 00 degrees 37 minutes 01 seconds East, 15.07 feet to a point for corner, said point being the northwest corner of said 173.739 acre tract, said point also being at the intersection of the east right-of-way line of Farm-to-Market Highway Number 2755 with the south right-of-way line of County Road Number 541;

THENCE South 89 degrees 24 minutes 15 seconds East, 4,152.64 feet along the south right-of-way line of County Road Number 541 to a point for corner, said point being the northeast corner of said 173.739 acre tract;

THENCE along the east line of said 173.739 acre tract as follows: South 00 degrees 25 minutes 05 seconds West, 1279.32 feet to a point for corner; North 89 degrees 39 minutes 34 seconds West, 159.29 feet to a point for corner; South 00 degrees 24 minutes 16 seconds West, 1137.75 feet to a point for corner, said point being the southeast corner of said 173.739 acre tract, said point also being the northeast corner of said 20.005 acre tract;

THENCE South 00 degrees 26 minutes 04 seconds West, 432.62 to the POINT OF BEGINNING and containing 8,439,493 square feet or 193.744 acres of land.

Save and Except

LEGAL DESCRIPTION

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 472.8955 acre tract of land described in deed to Far East Lavon, L.P. as recorded in Volume 5873, Page 3522, Official Public Records of Collin County, Texas, and also being a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod with cap stamped “USA INC. PROP. COR” found at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541;

THENCE along the west line of said 180.339 acre tract and along the east line of said Lavon Ranchettes Addition as follows:

North 01 degrees 21 minutes 21 seconds East, 157.69 feet to a one-half inch iron rod found for corner;

North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a three-eighths inch iron rod found for corner;

North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a one-half inch iron rod with cap stamped “USA INC. PROP. COR” found at the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;

THENCE 01 degrees 07 minutes 21 seconds East, at 1,306.98 feet passing the northeast corner of said Lavon Ranchettes Addition, in all a total distance of 1,576.39 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 88 degrees 52 minutes 39 seconds East, 649.89 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 70 degrees 37 minutes 18 seconds East, 252..27 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 58 degrees 06 minutes 24 seconds East, 454.01 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 81 degrees 00 minutes 14 seconds East, 273.36 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 20 degrees 23 minutes 20 seconds East, 149.63 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 86 degrees 39 minutes 17 seconds East, 326.44 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 02 degrees 14 minutes 27 seconds East, 149.62 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 50 degrees 45 minutes 14 seconds East, 210.82 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 88 degrees 55 minutes 55 seconds East, 423.69 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 85 degrees 19 minutes 02 seconds East, 780.24 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 88 degrees 10 minutes 40 seconds East, 481.32 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 57 degrees 19 minutes 17 seconds East, 211.03 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 32 degrees 40 minutes 43 seconds East, 126.45 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 15 degrees 53 minutes 22 seconds West, 13.34 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 63 degrees 02 minutes 13 seconds West, 12.06 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 26 degrees 31 minutes 02 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 372.60 feet along a curve to the right having a central angle of 25 degrees 52 minutes 38 seconds, a radius of 825.00 feet, a tangent of 189.54 feet and whose chord bears South 50 degrees 32 minutes 39 seconds East, 369.45 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 52 degrees 23 minutes 40 seconds East, 228.59 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 27 degrees 23 minutes 01 seconds East, 204.73 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 89 degrees 59 minutes 16 seconds East, 238.16 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 46 degrees 40 minutes 06 seconds East, 327.25 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 188.34 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 15.14 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 91.32 feet to a one-half inch iron rod with yellow cap set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 24.19 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 11 degrees 36 minutes 37 seconds West, 30.55 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 15 degrees 04 minutes 19 seconds West, 47.37 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 17 degrees 59 minutes 18 seconds West, 18.28 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 18 degrees 48 minutes 02 seconds West, 186.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 49 minutes 03 seconds West, 50.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 21 degrees 41 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 23 degrees 24 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 07 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 16 minutes 04 seconds West, 14.20 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 33 minutes 05 seconds West, 330.74 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 35 degrees 41 minutes 29 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northwesterly, 122.12 feet along a curve to the left having a central angle of 05 degrees 07 minutes 33 seconds, a radius of 1,365.00 feet, a tangent of 61.10 feet, and whose chord bears North 56 degrees 52 minutes 18 seconds West, 122.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 30 degrees 33 minutes 56 seconds West, 120.15 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 60 degrees 06 minutes 27 seconds East, 9.84 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 51 minutes 21 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 55 degrees 35 minutes 59 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 53 degrees 34 minutes 53 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 51 degrees 29 minutes 01 seconds East, 48.94 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 49 degrees 23 minutes 06 seconds East, 48.96 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 47 degrees 17 minutes 09 seconds East, 48.98 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 45 degrees 11 minutes 07 seconds East, 49.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 43 degrees 05 minutes 01 seconds East, 49.04 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 40 degrees 58 minutes 50 seconds East, 49.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 38 degrees 53 minutes 17 seconds East, 48.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 36 degrees 52 minutes 59 seconds East, 45.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 33 degrees 57 minutes 44 seconds East, 91.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 19 minutes 42 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 118.08 feet along a curve to the left having a central angle of 06 degrees 19 minutes 23 seconds, a radius of 1,070.00 feet, a tangent of 59.10 feet, and whose chord bears South 67 degrees 30 minutes 37 seconds West, 118.02 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 39 minutes 05 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northeasterly, 439.75 feet along a curve to the right having a central angle of 26 degrees 31 minutes 19 seconds, a radius of 950.00 feet, a tangent of 223.89 feet, and whose chord bears North 77 degrees 36 minutes 35 seconds East, 435.83 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 52 minutes 14 seconds West, 100.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 563.09 feet along a curve to the left having a central angle of 37 degrees 57 minutes 22 seconds, a radius of 850.00 feet, a tangent of 292.31 feet, and whose chord bears South 71 degrees 53 minutes 33 seconds West, 552.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 52 degrees 54 minutes 52 seconds West, 981.17 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 733.92 feet along a curve to the right having a central angle of 30 degrees 02 minutes 09 seconds, a radius of 1,400.00 feet, a tangent of 375.60 feet, and whose chord bears South 67 degrees 55 minutes 57 seconds West, 725.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 05 degrees 37 minutes 01 seconds East, 563.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 55.96 feet along a curve to the left having a central angle of 06 degrees 32 minutes 37 seconds, a radius of 490.00 feet, a tangent of 28.01 feet, and whose chord bears South 08 degrees 53 minutes 20 seconds East, 55.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 231.51 feet along a curve to the right having a central angle of 12 degrees 41 minutes 36 seconds, a radius of 1,045.00 feet, a tangent of 116.23 feet, and whose chord bears South 05 degrees 48 minutes 51 seconds East, 231.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 31 minutes 57 seconds West, 66.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 479.74 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a point for corner;

THENCE North 00 degrees 31 minutes 17 seconds East, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 89 degrees 28 minutes 43 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 31 minutes 17 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 1,266.00 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

THENCE North 89 degrees 23 minutes 25 seconds West, 705.75 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point also being the southeast corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600, Official Public Records of Collin County, Texas;

THENCE along the common lines of said 180.339 acre tract and said 1.05 acre tract as follows:

North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a five-eighths inch iron rod found for corner

North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a one-half inch iron rod found at the southwest corner of said 1.05 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 10 minutes 57 seconds West, 848.67 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to the POINT OF BEGINNING and containing 16,411,571 square feet or 376.758 acres of land.

BASIS OF BEARING:

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

EXHIBIT N-3 – ZONE 1 LEGAL DESCRIPTION

LEGAL DESCRIPTION

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 472.8955 acre tract of land described in deed to Far East Lavon, L.P. as recorded in Volume 5873, Page 3522, Official Public Records of Collin County, Texas, and also being a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod with cap stamped “USA INC. PROP. COR” found at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541;

THENCE along the west line of said 180.339 acre tract and along the east line of said Lavon Ranchettes Addition as follows:

North 01 degrees 21 minutes 21 seconds East, 157.69 feet to a one-half inch iron rod found for corner;

North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a three-eighths inch iron rod found for corner;

North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a one-half inch iron rod with cap stamped “USA INC. PROP. COR” found at the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;

THENCE 01 degrees 07 minutes 21 seconds East, at 1,306.98 feet passing the northeast corner of said Lavon Ranchettes Addition, in all a total distance of 1,576.39 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 88 degrees 52 minutes 39 seconds East, 649.89 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 70 degrees 37 minutes 18 seconds East, 252..27 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 58 degrees 06 minutes 24 seconds East, 454.01 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 81 degrees 00 minutes 14 seconds East, 273.36 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 20 degrees 23 minutes 20 seconds East, 149.63 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 86 degrees 39 minutes 17 seconds East, 326.44 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 02 degrees 14 minutes 27 seconds East, 149.62 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 50 degrees 45 minutes 14 seconds East, 210.82 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 88 degrees 55 minutes 55 seconds East, 423.69 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 85 degrees 19 minutes 02 seconds East, 780.24 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 88 degrees 10 minutes 40 seconds East, 481.32 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 57 degrees 19 minutes 17 seconds East, 211.03 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 32 degrees 40 minutes 43 seconds East, 126.45 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 15 degrees 53 minutes 22 seconds West, 13.34 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 63 degrees 02 minutes 13 seconds West, 12.06 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 26 degrees 31 minutes 02 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 372.60 feet along a curve to the right having a central angle of 25 degrees 52 minutes 38 seconds, a radius of 825.00 feet, a tangent of 189.54 feet and whose chord bears South 50 degrees 32 minutes 39 seconds East, 369.45 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 52 degrees 23 minutes 40 seconds East, 228.59 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 27 degrees 23 minutes 01 seconds East, 204.73 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 89 degrees 59 minutes 16 seconds East, 238.16 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 46 degrees 40 minutes 06 seconds East, 327.25 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 188.34 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 15.14 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 91.32 feet to a one-half inch iron rod with yellow cap set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 24.19 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 11 degrees 36 minutes 37 seconds West, 30.55 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 15 degrees 04 minutes 19 seconds West, 47.37 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 17 degrees 59 minutes 18 seconds West, 18.28 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 18 degrees 48 minutes 02 seconds West, 186.21 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 19 degrees 49 minutes 03 seconds West, 50.93 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 21 degrees 41 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 23 degrees 24 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 25 degrees 07 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 26 degrees 16 minutes 04 seconds West, 14.20 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 26 degrees 33 minutes 05 seconds West, 330.74 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 35 degrees 41 minutes 29 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 122.12 feet along a curve to the left having a central angle of 05 degrees 07 minutes 33 seconds, a radius of 1,365.00 feet, a tangent of 61.10 feet, and whose chord bears North 56 degrees 52 minutes 18 seconds West, 122.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 30 degrees 33 minutes 56 seconds West, 120.15 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 60 degrees 06 minutes 27 seconds East, 9.84 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 51 minutes 21 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 55 degrees 35 minutes 59 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 53 degrees 34 minutes 53 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 51 degrees 29 minutes 01 seconds East, 48.94 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 49 degrees 23 minutes 06 seconds East, 48.96 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 47 degrees 17 minutes 09 seconds East, 48.98 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 45 degrees 11 minutes 07 seconds East, 49.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 43 degrees 05 minutes 01 seconds East, 49.04 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 40 degrees 58 minutes 50 seconds East, 49.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 38 degrees 53 minutes 17 seconds East, 48.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 36 degrees 52 minutes 59 seconds East, 45.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 33 degrees 57 minutes 44 seconds East, 91.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 19 minutes 42 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 118.08 feet along a curve to the left having a central angle of 06 degrees 19 minutes 23 seconds, a radius of 1,070.00 feet, a tangent of 59.10 feet, and whose chord bears South 67 degrees 30 minutes 37 seconds West, 118.02 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 39 minutes 05 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northeasterly, 439.75 feet along a curve to the right having a central angle of 26 degrees 31 minutes 19 seconds, a radius of 950.00 feet, a tangent of 223.89 feet, and whose chord bears North 77 degrees 36 minutes 35 seconds East, 435.83 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 52 minutes 14 seconds West, 100.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 563.09 feet along a curve to the left having a central angle of 37 degrees 57 minutes 22 seconds, a radius of 850.00 feet, a tangent of 292.31 feet, and whose chord bears South 71 degrees 53 minutes 33 seconds West, 552.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 52 degrees 54 minutes 52 seconds West, 981.17 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 733.92 feet along a curve to the right having a central angle of 30 degrees 02 minutes 09 seconds, a radius of 1,400.00 feet, a tangent of 375.60 feet, and whose chord bears South 67 degrees 55 minutes 57 seconds West, 725.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 05 degrees 37 minutes 01 seconds East, 563.85 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 55.96 feet along a curve to the left having a central angle of 06 degrees 32 minutes 37 seconds, a radius of 490.00 feet, a tangent of 28.01 feet, and whose chord bears South 08 degrees 53 minutes 20 seconds East, 55.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 231.51 feet along a curve to the right having a central angle of 12 degrees 41 minutes 36 seconds, a radius of 1,045.00 feet, a tangent of 116.23 feet, and whose chord bears South 05 degrees 48 minutes 51 seconds East, 231.03 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 31 minutes 57 seconds West, 66.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 479.74 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a point for corner;

THENCE North 00 degrees 31 minutes 17 seconds East, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 89 degrees 28 minutes 43 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 31 minutes 17 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 1,266.00 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

THENCE North 89 degrees 23 minutes 25 seconds West, 705.75 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point also being the southeast corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600, Official Public Records of Collin County, Texas;

THENCE along the common lines of said 180.339 acre tract and said 1.05 acre tract as follows:

North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a five-eighths inch iron rod found for corner

North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a one-half inch iron rod found at the southwest corner of said 1.05 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 10 minutes 57 seconds West, 848.67 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to the POINT OF BEGINNING and containing 16,411,571 square feet or 376.758 acres of land.

BASIS OF BEARING:

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

EXHIBIT N-4 – ZONE 1 REMAINDER AREA LEGAL DESCRIPTION

LEGAL DESCRIPTION (POD 2B Phase 2)

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod with yellow cap stamped “JBI” set for corner in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 as follows:

North 89 degrees 28 minutes 43 seconds West, 190.57 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

North 89 degrees 23 minutes 25 seconds West, 639.80 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 00 degrees 43 minutes 43 seconds East, 155.23 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 130.54 feet along a curve to the left, having a central angle of 13 degrees 00 minutes 28 seconds, a radius of 575.00 feet, a tangent of 65.55 feet and whose chord bears North 05 degrees 46 minutes 31 seconds West, 130.26 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 12 degrees 16 minutes 44 seconds West, 86.64 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northeasterly, 255.87 feet along a curve to the right, having a central angle of 27 degrees 55 minutes 28 seconds, a radius of 525.00 feet, a tangent of 130.53 feet and whose chord bears North 01 degrees 41 minutes 00 seconds East, 253.35 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 15 degrees 38 minutes 44 seconds East, 31.59 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northeasterly, 81.33 feet along a curve to the left, having a central angle of 08 degrees 52 minutes 34 seconds, a radius of 525.00, a tangent of 40.75 feet and whose chord bears North 11 degrees 12 minutes 27 seconds East, 81.25 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 06 degrees 46 minutes 10 seconds East, 91.38 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 83 degrees 13 minutes 50 seconds West, 12.29 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 06 degrees 46 minutes 10 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 83 degrees 13 minutes 50 seconds West, 83.98 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 82 degrees 56 minutes 36 seconds West, 17.01 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 81 degrees 47 minutes 24 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 80 degrees 02 minutes 35 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 78 degrees 17 minutes 47 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 76 degrees 32 minutes 58 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 74 degrees 48 minutes 09 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 73 degrees 03 minutes 21 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 71 degrees 18 minutes 32 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 70 degrees 10 minutes 49 seconds West, 15.51 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 69 degrees 55 minutes 29 seconds West, 358.57 to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 20 degrees 04 minutes 31 seconds East, 228.41 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northeasterly, 150.42 feet to a along a curve to the right, having a central angle of 14 degrees 59 minutes 19 seconds, a radius of 575.00 feet, a tangent of 75.64 feet and whose chord bears North 27 degrees 34 minutes 10 seconds East, 149.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 35 degrees 03 minutes 50 seconds East, 124.44 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 120.31 feet along a curve to the left, having a central angle of 05 degrees 23 minutes 07 seconds, a radius of 1,280.00 feet, a tangent of 60.20 feet and whose chord bears South 58 degrees 44 minutes 53 seconds East, 120.27 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 35 degrees 03 minutes 50 seconds East, 120.86 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 64 degrees 07 minutes 37 seconds East, 81.37 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 67 degrees 29 minutes 18 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 70 degrees 11 minutes 28 seconds East, 54.71 to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 72 degrees 53 minutes 37 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 75 degrees 35 minutes 47 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 78 degrees 17 minutes 56 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 81 degrees 00 minutes 06 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 82 degrees 47 minutes 30 seconds East, 17.77 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 83 degrees 13 minutes 50 seconds East, 343.76 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 06 degrees 46 minutes 10 seconds West, 120.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 83 degrees 13 minutes 50 seconds East, 384.17 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 116.68 feet along a curve to the right having a central angle of 133 degrees 42 minutes 04 seconds, a radius of 50.00 feet, a tangent of 116.94 feet and whose chord bears South 61 degrees 22 minutes 49 seconds East, 91.95 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 84 degrees 31 minutes 47 seconds East, 105.40 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 82 degrees 50 minutes 49 seconds East, 95.73 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 07 degrees 09 minutes 11 seconds West, 1,277.53 feet to the POINT OF BEGINNING and containing 1,686,646 square feet or 38.720 acres of land.

BASIS OF BEARING:

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

LEGAL DESCRIPTION (POD 2E)

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 472.8955 acre tract of land described in deed to Far East Lavon, L.P. as recorded in Volume 5873, Page 3522, Official Public Records of Collin County, Texas, and also being a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

COMMENCING at a one-half inch iron rod with cap stamped “USA INC. PROP. COR” found at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541, from which said point bears South 89 degrees 10 minutes 57 seconds East, 848.67 feet along the south line of said 180.339 acre tract to a one-half inch iron rod found at the southwest corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600;

THENCE North 72 degrees 52 minutes 25 seconds East, 4,471.74 feet to the POINT OF BEGINNING;

THENCE North 37 degrees 05 minutes 08 seconds West, 110.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 07 degrees 54 minutes 52 seconds East, 14.14 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 42 degrees 47 minutes 46 seconds West, 50.25 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 82 degrees 05 minutes 08 seconds West, 14.14 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 37 degrees 05 minutes 08 seconds West, 346.08 to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 206.77 feet along a curve to the right having a central angle of 31 degrees 35 minutes 33 seconds, a radius of 375.00 feet, a tangent of 106.09 feet and whose chord bears North 21 degrees 17 minutes 21 seconds West, 204.16 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 05 degrees 29 minutes 35 seconds West, 87.20 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 529.97 feet along a curve to the left having a central angle of 29 degrees 37 minutes 27 seconds, a radius of 1,025.00 feet, a tangent of 271.05 feet and whose chord bears North 20 degrees 18 minutes 18 seconds West, 524.08 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 35 degrees 07 minutes 02 seconds West, 200.65 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 55.38 feet along a curve to the left having a central angle of 03 degrees 50 minutes 47 seconds, a radius of 825.00 feet, a tangent of 27.70 feet and whose chord bears North 37 degrees 02 minutes 25 seconds West, 55.37 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northeasterly, 150.39 feet along a curve to the right having a central angle of 12 degrees 45 minutes 55 seconds, a radius of 675.00 feet, a tangent of 75.51 feet and whose chord bears North 58 degrees 23 minutes 38 seconds East, 150.08 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 25 degrees 12 minutes 04 seconds West, 126.85 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 01 degrees 49 minutes 20 seconds West, 826.53 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 88 degrees 10 minutes 40 seconds East, 251.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 57 degrees 19 minutes 17 seconds East, 211.03 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 32 degrees 40 minutes 43 seconds East, 126.45 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 15 degrees 53 minutes 22 seconds West, 13.34 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 63 degrees 02 minutes 13 seconds West, 12.06 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 26 degrees 31 minutes 02 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 372.60 feet along a curve to the right having a central angle of 25 degrees 52 minutes 38 seconds, a radius of 825.00 feet, a tangent of 189.54 feet and whose chord bears South 50 degrees 32 minutes 39 seconds East, 369.45 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 52 degrees 23 minutes 40 seconds East, 228.59 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 27 degrees 23 minutes 01 seconds East, 204.73 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 89 degrees 59 minutes 16 seconds East, 238.16 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 46 degrees 40 minutes 06 seconds East, 327.25 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 188.34 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 15.14 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 91.32 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 24.19 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 11 degrees 36 minutes 37 seconds West, 30.55 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 15 degrees 04 minutes 19 seconds West, 47.37 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 18 degrees 48 minutes 02 seconds West, 186.21 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 19 degrees 49 minutes 03 seconds West, 50.93 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 21 degrees 41 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 23 degrees 24 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 25 degrees 07 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 26 degrees 16 minutes 04 seconds West, 14.20 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 26 degrees 33 minutes 05 seconds West, 330.74 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 35 degrees 41 minutes 29 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 122.12 feet along a curve to the left having a central angle of 05 degrees 07 minutes 33 seconds, a radius of 1,365.00 feet, a tangent of 61.10 feet, and whose chord bears North 56 degrees 52 minutes 18 seconds West, 122.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 30 degrees 33 minutes 56 seconds West, 120.15 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 60 degrees 06 minutes 27 seconds East, 9.84 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 57 degrees 51 minutes 21 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 55 degrees 35 minutes 59 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 53 degrees 34 minutes 53 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 51 degrees 29 minutes 01 seconds East, 48.94 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 49 degrees 23 minutes 06 seconds East, 48.96 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 47 degrees 17 minutes 09 seconds East, 48.98 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 45 degrees 11 minutes 07 seconds East, 49.01 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 43 degrees 05 minutes 01 seconds East, 49.04 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 40 degrees 58 minutes 50 seconds East, 49.08 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 38 degrees 53 minutes 17 seconds East, 48.54 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 36 degrees 52 minutes 59 seconds East, 45.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 33 degrees 57 minutes 44 seconds East, 91.25 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 19 degrees 19 minutes 42 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southwesterly, 118.08 feet along a curve to the left having a central angle of 06 degrees 19 minutes 23 seconds, a radius of 1,070.00 feet, a tangent of 59.10 feet and whose chord bears South 67 degrees 30 minutes 37 seconds West, 118.02 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 25 degrees 39 minutes 05 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southwesterly, 189.59 feet along a curve to the left having a central angle of 11 degrees 26 minutes 03 seconds, a radius of 950.00 feet, a tangent of 95.11 feet and whose chord bears South 58 degrees 37 minutes 54 seconds West, 189.27 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 52 degrees 54 minutes 52 seconds West, 830.17 feet to the POINT OF BEGINNING and containing 2,846,226 square feet or 65.340 acres of land.

BASIS OF BEARING:

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

EXHIBIT N-5 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

LEGAL DESCRIPTION (POD 2A)

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 472.8955 acre tract of land described in deed to Far East Lavon, L.P. as recorded in Volume 5873, Page 3522, Official Public Records of Collin County, Texas, and being further described as follows:

COMMENCING at a one-half inch iron rod with cap stamped “USA INC. PROP. COR” found at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541, from which said point bears South 89 degrees 10 minutes 57 seconds East, 848.67 feet along the south line of said 180.339 acre tract to a one-half inch iron rod found at the southwest corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600;

THENCE North 50 degrees 19 minutes 12 seconds East, 2,785.72 feet to the POINT OF BEGINNING;

THENCE Northwesterly, 24.78 feet along a curve to the left having a central angle of 02 degrees 01 minutes 41 seconds, a radius of 700.00 feet, a tangent of 12.39 feet and whose chord bears North 81 degrees 07 minutes 10 seconds West, 24.78 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 82 degrees 08 minutes 01 seconds West, 434.21 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 77.13 feet along a curve to the right having a central angle of 12 degrees 48 minutes 33 seconds, a radius of 345.00 feet, a tangent of 38.73 feet and whose chord bears North 75 degrees 43 minutes 44 seconds West, 76.97 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 20 degrees 40 minutes 33 seconds East, 126.87 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 34.35 feet along a curve to the right having a central angle of 08 degrees 44 minutes 50 seconds, a radius of 225.00 feet, a tangent of 17.21 feet and whose chord bears North 58 degrees 43 minutes 50 seconds West, 34.32 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 164.40 feet along a curve to the left having a central angle of 34 degrees 15 minutes 07 seconds, a radius of 275.00 feet, a tangent of 84.74 feet and whose chord bears North 71 degrees 28 minutes 59 seconds West, 161.96 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 00 degrees 28 minutes 06 seconds East, 119.86 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 89 degrees 31 minutes 54 seconds West, 237.35 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 967.74 feet along a curve to the right having a central angle of 75 degrees 26 minutes 18 seconds, a radius of 735.00 feet a tangent of 568.47 feet and whose chord bears North 52 degrees 44 minutes 57 seconds West, 899.33 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 15 degrees 01 minutes 48 seconds West, 581.11 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 443.89 feet along a curve to the left having a central angle of 54 degrees 41 minutes 39 seconds, a radius of 465.00 feet, a tangent of 240.49 feet and whose chord bears North 42 degrees 22 minutes 38 seconds West, 427.22 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 88 degrees 52 minutes 39 seconds East, 629.94 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 70 degrees 37 minutes 18 seconds East, 252.27 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 58 degrees 06 minutes 24 seconds East, 454.01 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 81 degrees 00 minutes 14 seconds East, 273.36 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 20 degrees 23 minutes 20 seconds East, 149.63 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 86 degrees 39 minutes 17 seconds East, 326.44 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 02 degrees 14 minutes 27 seconds East, 149.62 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 50 degrees 45 minutes 14 seconds East, 210.82 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 88 degrees 55 minutes 55 seconds East, 119.51 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 01 degrees 04 minutes 05 seconds East, 924.12 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 07 degrees 51 minutes 55 seconds West, 1,088.26 feet to the POINT OF BEGINNING and containing 2,837,262 square feet or 65.135 acres of land.

BASIS OF BEARING:

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

LEGAL DESCRIPTION (POD 2B Phase 1)

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 472.8955 acre tract of land described in deed to Far East Lavon, L.P. as recorded in Volume 5873, Page 3522, Official Public Records of Collin County, Texas, and also being a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541;

THENCE along the west line of said 180.339 acre tract and along the east line of said Lavon Ranchettes Addition as follows:

North 01 degrees 21 minutes 21 seconds East, 157.69 feet to a one-half inch iron rod found for corner;

North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a three-eighths inch iron rod found for corner;

North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found at the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;

THENCE 01 degrees 07 minutes 21 seconds East, at 1,306.98 feet passing the northeast corner of said Lavon Ranchettes Addition, in all a total distance of 1,444.77 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 295.43 feet along a curve to the right having a central angle of 50 degrees 31 minutes 40 seconds, a radius of 335.00 feet, a tangent of 158.10 feet and whose chord bears South 40 degrees 17 minutes 38 seconds East, 285.95 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 15 degrees 01 minutes 48 seconds East, 581.11 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southeasterly, 1,028.63 feet along a curve to the left having a central angle of 68 degrees 08 minutes 04 seconds, a radius of 865.00 feet, a tangent of 584.93 feet and whose chord bears South 49

degrees 05 minutes 50 seconds East, 969.09 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 83 degrees 09 minutes 52 seconds East, 339.07 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 17.15 feet along a curve to the right, having a central angle of 15 degrees 07 minutes 06 seconds, a radius of 65.00 feet, a tangent of 8.63 feet and whose chord bears South 00 degrees 47 minutes 23 seconds East, 17.10 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;;

THENCE South 06 degrees 46 minutes 10 seconds West, 12.37 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 83 degrees 13 minutes 50 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 06 degrees 46 minutes 10 seconds West, 381.15 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 83 degrees 13 minutes 50 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 06 degrees 46 minutes 10 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 83 degrees 13 minutes 50 seconds West, 343.76 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 82 degrees 47 minutes 30 seconds West, 17.77 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 81 degrees 00 minutes 06 seconds West, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 78 degrees 17 minutes 56 seconds West, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 75 degrees 35 minutes 47 seconds West, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 72 degrees 53 minutes 37 seconds West, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 70 degrees 11 minutes 28 seconds West, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 67 degrees 29 minutes 18 seconds West, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 64 degrees 07 minutes 37 seconds West, 81.37 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 35 degrees 03 minutes 50 seconds West, 120.86 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 120.31 feet along a curve to the right having a central angle of 05 degrees 23 minutes 07 seconds, a radius of 1,280.00 feet, a tangent of 60.20 feet and whose chord bears North 58 degrees 44 minutes 53 seconds West, 120.27 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 35 degrees 03 minutes 50 seconds West, 124.44 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southwesterly, 150.42 feet along a curve to the left having a central angle of 14 degrees 59 minutes 19 seconds, a radius of 575.00 feet, a tangent of 75.64 feet and whose chord bears South 27 degrees 34 minutes 10 seconds West, 149.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 20 degrees 04 minutes 31 seconds West, 228.41 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 69 degrees 55 minutes 29 seconds East, 358.57 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 70 degrees 10 minutes 49 seconds East, 15.51 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 71 degrees 18 minutes 32 seconds East, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 73 degrees 03 minutes 21 seconds East, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 74 degrees 48 minutes 09 seconds East, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 76 degrees 32 minutes 58 seconds East, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 78 degrees 17 minutes 47 seconds East, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 80 degrees 02 minutes 35 seconds East, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 81 degrees 47 minutes 24 seconds East, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 82 degrees 56 minutes 36 seconds East, 17.01 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 83 degrees 13 minutes 50 seconds East, 83.98 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 06 degrees 46 minutes 10 seconds West, 120.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 83 degrees 13 minutes 50 seconds East, 12.29 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 06 degrees 46 minutes 10 seconds West, 91.38 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southwesterly, 81.33 feet along a curve to the right having a central angle of 08 degrees 52 minutes 34 seconds, a radius of 525.00 feet, a tangent of 40.75 feet and whose chord bears South 11 degrees 12 minutes 27 seconds, 81.25 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 15 degrees 38 minutes 44 seconds West, 31.59 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southwesterly, 255.87 feet along a curve to the left having a central angle of 27 degrees 55 minutes 28 seconds, a radius of 525.00 feet, a tangent of 130.53 feet and whose chord bears South 01 degrees 41 minutes 00 seconds West, 253.35 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 12 degrees 16 minutes 44 seconds East, 86.64 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 130.54 feet along a curve to the right having a central angle of 13 degrees 00 minutes 28 seconds, a radius of 575.00 feet, a tangent of 65.55 feet and whose chord bears South 05 degrees 46 minutes 31 seconds East, 130.26 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 00 degrees 43 minutes 43 seconds West, 155.23 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 23 minutes 25 seconds, 65.95 feet along the south line of said 180.339 acre tract and along the north right-of-way line of said County Road 541 to a one-half inch iron rod with yellow cap stamped “JBI” set for corner, said point also being the southeast corner of that called 1.05 acre

tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600, Official Public Records of Collin County, Texas;

THENCE along the common lines of said 180.339 acre tract and said 1.05 acre tract as follows:

North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a five-eighths inch iron rod found for corner;

North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a one-half inch iron rod found at the southwest corner of said 1.05 acre tract, said point also being in the north right-of-way line of said County Road 541;

THENCE North 89 degrees 10 minutes 57 seconds West, 848.67 feet along the south line of said 180.339 acre tract and along the north right-of-way line of said County Road 541 to the POINT OF BEGINNING and containing 2,154,924 square feet or 49.470 acres of land.

BASIS OF BEARING:

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

LEGAL DESCRIPTION (POD 2C)

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 472.8955 acre tract of land described in deed to Far East Lavon, L.P. as recorded in Volume 5873, Page 3522, Official Public Records of Collin County, Texas, and also being a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

COMMENCING at a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541, from which said point bears South 89 degrees 10 minutes 57 seconds East, 848.67 feet along the south line of said 180.339 acre tract to a one-half inch iron rod found at the southwest corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600;

THENCE North 50 degrees 19 minutes 12 seconds East, 2,785.72 feet to the POINT OF BEGINNING;

THENCE North 07 degrees 51 minutes 55 seconds East, 1,088.26 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 01 degrees 04 minutes 05 seconds West, 924.12 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 88 degrees 55 minutes 55 seconds East. 304.18 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 85 degrees 19 minutes 02 seconds East, 780.24 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 88 degrees 10 minutes 40 seconds East, 229.33 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 01 degrees 49 minutes 20 seconds East, 826.53 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 25 degrees 12 minutes 04 seconds East, 127.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southwesterly, 150.35 feet along a curve to the left having a central angle of 12 degrees 45 minutes 43 seconds, a radius of 675.00 feet, a tangent of 75.49 feet and whose chord bears South 58 degrees 25 minutes 05 seconds West, 150.04 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 55.25 feet along a curve to the right having a central angle of 03 degrees 50 minutes 13 seconds, a radius of 825.00 feet, a tangent of 27.63 feet and whose chord bears South 37 degrees 02 minutes 08 seconds East, 55.24 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 35 degrees 07 minutes 02 seconds East, 200.65 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 529.97 feet along a curve to the right having a central angle of 29 degrees 37 minutes 27 seconds, a radius of 1,025.00 feet, a tangent of 271.05 feet and whose chord bears South 20 degrees 18 minutes 18 seconds East, 524.08 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 05 degrees 29 minutes 35 seconds East, 87.20 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 206.77 feet along the curve to the left having a central angle of 31 degrees 35 minutes 33 seconds, a radius of 375.00 feet, a tangent of 106.09 feet and whose chord bears South 21 degrees 17 minutes 21 seconds East, 204.16 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 37 degrees 05 minutes 08 seconds East, 346.08 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 82 degrees 05 minutes 08 seconds East, 14.14 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 42 degrees 47 minutes 46 seconds East, 50.25 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 07 degrees 54 minutes 52 seconds West, 14.14 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 37 degrees 05 minutes 08 seconds East, 110.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 52 degrees 54 minutes 52 seconds West, 151.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southwesterly, 749.00 feet along a curve to the right having a central angle of 33 degrees 00 minutes 41 seconds, a radius of 1,300.00 feet, a tangent of 385.22 feet and whose chord bears South 69 degrees 25 minutes 12 seconds West, 738.68 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 05 degrees 37 minutes 01 seconds West, 693.64 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 43.54 feet along a curve to the right having a central angle of 49 degrees 53 minutes 28 seconds, a radius of 50.00, a tangent of 23.26 feet and whose chord bears North 05 degrees 36 minutes 31 seconds West, 42.18 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 56 degrees 34 minutes 01 seconds West, 100.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 23 degrees 18 minutes 10 seconds West, 81.19 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 82 degrees 08 minutes 05 seconds West, 532.52 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 07 degrees 51 minutes 55 seconds West, 139.75 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 36 degrees 33 minutes 37 seconds West, 279.48 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 491.31 feet along a curve to the left having a central angle of 40 degrees 12 minutes 50 seconds, a radius of 700.00 feet, a tangent of 256.26 feet and whose chord bears North 59 degrees 59 minutes 54 seconds West, 481.29 feet to the POINT OF BEGINNING and containing 3,371,475 square feet or 77.398 acres of land.

LEGAL DESCRIPTION (POD 2D)

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 180.339 acre tract of land described in deed to Petro-Hunt,

L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

COMMENCING at a one-half inch iron rod with cap stamped “USA INC. PROP. COR” found at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541, from which said point bears South 89 degrees 10 minutes 57 seconds East, 848.67 feet along the south line of said 180.339 acre tract to a one-half inch iron rod found at the southwest corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600;

THENCE North 52 degrees 14 minutes 09 seconds East, 2,694.47 feet to the POINT OF BEGINNING;

THENCE South 81 degrees 57 minutes 00 seconds East, 95.02 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 59 degrees 59 minutes 35 seconds East, 227.77 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 40 degrees 56 minutes 52 seconds East, 201.52 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 25.59 feet along a curve to the right having a central angle of 02 degrees 26 minutes 39 seconds, a radius of 600.00 feet, a tangent of 12.80 feet and whose chord bears South 26 degrees 46 minutes 09 seconds East, 25.59 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 25 degrees 32 minutes 49 seconds East, 113.69 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 747.47 feet along a curve to the left having a central angle of 63 degrees 55 minutes 13 seconds, a radius of 670.00 feet, a tangent of 418.02 feet and whose chord bears South 57 degrees 30 minutes 26 seconds East, 709.30 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 89 degrees 28 minutes 03 seconds East, 143.77 feet to a one-half inch iron rod with yellow caps stamped “JBI” set for corner;

THENCE Northeasterly, 115.26 feet along a curve to the left having a central angle of 04 degrees 43 minutes 01 seconds, a radius of 1,400.00 feet, a tangent of 57.66 feet and whose chord bears North 88 degrees 10 minutes 26 seconds East, 115.23 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 05 degrees 37 minutes 01 seconds East, 723.91 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 04 degrees 52 minutes 41 seconds East, 50.22 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 68.22 feet along a curve to the right having a central angle of 04 degrees 03 minutes 01 seconds, a radius of 965.00 feet, a tangent of 34.12 feet and whose chord bears South 01 degrees 29 minutes 33 seconds East, 68.20 feet to a one-half inch iron with yellow cap stamped “JBI” set for corner;

THENCE South 00 degrees 31 minutes 57 seconds West, 66.61 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner, said point being in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 399.74 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 00 degrees 31 minutes 17 seconds East, 147.58 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 89 degrees 28 minutes 43 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 00 degrees 31 minutes 17 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner, said point being in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 1,075.43 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 07 degrees 09 minutes 11 seconds East, 1,514.49 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 05 degrees 33 minutes 02 seconds East, 172.15 feet to the POINT OF BEGINNING and containing 1,771,212 square feet or 40.661 acres of land.

BASIS OF BEARING:

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

¹ Note: Improvement Area #1 is comprised of POD A, POD 2B-1, POD C, POD D, 15.000 acres of Non-Assessed Property and 25.034 acres of Non-Benefitted Property.

EXHIBIT N-6 – IMPROVEMENT AREA #2A LEGAL DESCRIPTION

LEGAL DESCRIPTION (POD 2E)

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 472.8955 acre tract of land described in deed to Far East Lavon, L.P. as recorded in Volume 5873, Page 3522, Official Public Records of Collin County, Texas, and also being a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

COMMENCING at a one-half inch iron rod with cap stamped “USA INC. PROP. COR” found at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541, from which said point bears South 89 degrees 10 minutes 57 seconds East, 848.67 feet along the south line of said 180.339 acre tract to a one-half inch iron rod found at the southwest corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600;

THENCE North 72 degrees 52 minutes 25 seconds East, 4,471.74 feet to the POINT OF BEGINNING;

THENCE North 37 degrees 05 minutes 08 seconds West, 110.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 07 degrees 54 minutes 52 seconds East, 14.14 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 42 degrees 47 minutes 46 seconds West, 50.25 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 82 degrees 05 minutes 08 seconds West, 14.14 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 37 degrees 05 minutes 08 seconds West, 346.08 to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 206.77 feet along a curve to the right having a central angle of 31 degrees 35 minutes 33 seconds, a radius of 375.00 feet, a tangent of 106.09 feet and whose chord bears North 21 degrees 17 minutes 21 seconds West, 204.16 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 05 degrees 29 minutes 35 seconds West, 87.20 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 529.97 feet along a curve to the left having a central angle of 29 degrees 37 minutes 27 seconds, a radius of 1,025.00 feet, a tangent of 271.05 feet and whose chord bears North 20

degrees 18 minutes 18 seconds West, 524.08 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 35 degrees 07 minutes 02 seconds West, 200.65 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 55.38 feet along a curve to the left having a central angle of 03 degrees 50 minutes 47 seconds, a radius of 825.00 feet, a tangent of 27.70 feet and whose chord bears North 37 degrees 02 minutes 25 seconds West, 55.37 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northeasterly, 150.39 feet along a curve to the right having a central angle of 12 degrees 45 minutes 55 seconds, a radius of 675.00 feet, a tangent of 75.51 feet and whose chord bears North 58 degrees 23 minutes 38 seconds East, 150.08 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 25 degrees 12 minutes 04 seconds West, 126.85 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 01 degrees 49 minutes 20 seconds West, 826.53 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 88 degrees 10 minutes 40 seconds East, 251.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 57 degrees 19 minutes 17 seconds East, 211.03 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 32 degrees 40 minutes 43 seconds East, 126.45 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 15 degrees 53 minutes 22 seconds West, 13.34 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 63 degrees 02 minutes 13 seconds West, 12.06 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 26 degrees 31 minutes 02 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 372.60 feet along a curve to the right having a central angle of 25 degrees 52 minutes 38 seconds, a radius of 825.00 feet, a tangent of 189.54 feet and whose chord bears South 50 degrees 32 minutes 39 seconds East, 369.45 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 52 degrees 23 minutes 40 seconds East, 228.59 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 27 degrees 23 minutes 01 seconds East, 204.73 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 89 degrees 59 minutes 16 seconds East, 238.16 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 46 degrees 40 minutes 06 seconds East, 327.25 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 188.34 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 15.14 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 91.32 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 24.19 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 11 degrees 36 minutes 37 seconds West, 30.55 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 15 degrees 04 minutes 19 seconds West, 47.37 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 18 degrees 48 minutes 02 seconds West, 186.21 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 19 degrees 49 minutes 03 seconds West, 50.93 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 21 degrees 41 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 23 degrees 24 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 25 degrees 07 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 26 degrees 16 minutes 04 seconds West, 14.20 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 26 degrees 33 minutes 05 seconds West, 330.74 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 35 degrees 41 minutes 29 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 122.12 feet along a curve to the left having a central angle of 05 degrees 07 minutes 33 seconds, a radius of 1,365.00 feet, a tangent of 61.10 feet, and whose chord bears North 56 degrees 52 minutes 18 seconds West, 122.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 30 degrees 33 minutes 56 seconds West, 120.15 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 60 degrees 06 minutes 27 seconds East, 9.84 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 57 degrees 51 minutes 21 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 55 degrees 35 minutes 59 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 53 degrees 34 minutes 53 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 51 degrees 29 minutes 01 seconds East, 48.94 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 49 degrees 23 minutes 06 seconds East, 48.96 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 47 degrees 17 minutes 09 seconds East, 48.98 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 45 degrees 11 minutes 07 seconds East, 49.01 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 43 degrees 05 minutes 01 seconds East, 49.04 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 40 degrees 58 minutes 50 seconds East, 49.08 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 38 degrees 53 minutes 17 seconds East, 48.54 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 36 degrees 52 minutes 59 seconds East, 45.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 33 degrees 57 minutes 44 seconds East, 91.25 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner

THENCE South 19 degrees 19 minutes 42 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southwesterly, 118.08 feet along a curve to the left having a central angle of 06 degrees 19 minutes 23 seconds, a radius of 1,070.00 feet, a tangent of 59.10 feet and whose chord bears South 67 degrees 30 minutes 37 seconds West, 118.02 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 25 degrees 39 minutes 05 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southwesterly, 189.59 feet along a curve to the left having a central angle of 11 degrees 26 minutes 03 seconds, a radius of 950.00 feet, a tangent of 95.11 feet and whose chord bears South 58 degrees 37 minutes 54 seconds West, 189.27 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 52 degrees 54 minutes 52 seconds West, 830.17 feet to the POINT OF BEGINNING and containing 2,846,226 square feet or 65.340 acres of land.

BASIS OF BEARING:

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

EXHIBIT N-7 – IMPROVEMENT AREA #2B LEGAL DESCRIPTION

LEGAL DESCRIPTION (POD 2B Phase 2)

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod with yellow cap stamped “JBI” set for corner in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 as follows:

North 89 degrees 28 minutes 43 seconds West, 190.57 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

North 89 degrees 23 minutes 25 seconds West, 639.80 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 00 degrees 43 minutes 43 seconds East, 155.23 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 130.54 feet along a curve to the left, having a central angle of 13 degrees 00 minutes 28 seconds, a radius of 575.00 feet, a tangent of 65.55 feet and whose chord bears North 05 degrees 46 minutes 31 seconds West, 130.26 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 12 degrees 16 minutes 44 seconds West, 86.64 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northeasterly, 255.87 feet along a curve to the right, having a central angle of 27 degrees 55 minutes 28 seconds, a radius of 525.00 feet, a tangent of 130.53 feet and whose chord bears North 01 degrees 41 minutes 00 seconds East, 253.35 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 15 degrees 38 minutes 44 seconds East, 31.59 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northeasterly, 81.33 feet along a curve to the left, having a central angle of 08 degrees 52 minutes 34 seconds, a radius of 525.00, a tangent of 40.75 feet and whose chord bears North 11 degrees 12 minutes 27 seconds East, 81.25 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 06 degrees 46 minutes 10 seconds East, 91.38 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 83 degrees 13 minutes 50 seconds West, 12.29 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 06 degrees 46 minutes 10 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 83 degrees 13 minutes 50 seconds West, 83.98 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 82 degrees 56 minutes 36 seconds West, 17.01 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 81 degrees 47 minutes 24 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 80 degrees 02 minutes 35 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 78 degrees 17 minutes 47 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 76 degrees 32 minutes 58 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 74 degrees 48 minutes 09 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 73 degrees 03 minutes 21 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 71 degrees 18 minutes 32 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 70 degrees 10 minutes 49 seconds West, 15.51 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 69 degrees 55 minutes 29 seconds West, 358.57 to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 20 degrees 04 minutes 31 seconds East, 228.41 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northeasterly, 150.42 feet to a along a curve to the right, having a central angle of 14 degrees 59 minutes 19 seconds, a radius of 575.00 feet, a tangent of 75.64 feet and whose chord bears North 27 degrees 34 minutes 10 seconds East, 149.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 35 degrees 03 minutes 50 seconds East, 124.44 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 120.31 feet along a curve to the left, having a central angle of 05 degrees 23 minutes 07 seconds, a radius of 1,280.00 feet, a tangent of 60.20 feet and whose chord bears South 58 degrees 44 minutes 53 seconds East, 120.27 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 35 degrees 03 minutes 50 seconds East, 120.86 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 64 degrees 07 minutes 37 seconds East, 81.37 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 67 degrees 29 minutes 18 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 70 degrees 11 minutes 28 seconds East, 54.71 to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 72 degrees 53 minutes 37 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 75 degrees 35 minutes 47 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 78 degrees 17 minutes 56 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 81 degrees 00 minutes 06 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 82 degrees 47 minutes 30 seconds East, 17.77 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 83 degrees 13 minutes 50 seconds East, 343.76 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 06 degrees 46 minutes 10 seconds West, 120.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 83 degrees 13 minutes 50 seconds East, 384.17 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 116.68 feet along a curve to the right having a central angle of 133 degrees 42 minutes 04 seconds, a radius of 50.00 feet, a tangent of 116.94 feet and whose chord bears South 61 degrees 22 minutes 49 seconds East, 91.95 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 84 degrees 31 minutes 47 seconds East, 105.40 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 82 degrees 50 minutes 49 seconds East, 95.73 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 07 degrees 09 minutes 11 seconds West, 1,277.53 feet to the POINT OF BEGINNING and containing 1,686,646 square feet or 38.720 acres of land.

BASIS OF BEARING:

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

APPENDIX A – ENGINEER’S REPORT

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Do

Re: Engineer's Report
Elevon Public Improvement District
Lavon, Texas

Introduction:

Elevon Public Improvement District (the "Elevon PID") is a 982.719 acre multiphase single family development. The general location of the property is south of the NETEX railroad right-of-way, north of County Road 541 (Watkins Road), and is approximately 1.6 miles east of State Highway 78 and Main Street. The Elevon PID boundary and legal description are shown in Exhibit A and A1. Pods 2A-2E have been planned, preliminary engineered, and cost estimates have been prepared for 1,389 lots. The concept plan for the planned pods is shown in Exhibit B. The Engineer's Report includes the estimated cost, schedule, and development exhibits for the formation of the Elevon PID and for reference for the issuance of bonds by the City to finance public infrastructure projects within the Elevon PID.

Development Cost

JBI has prepared an Opinion of Probable Cost summary for improvements within the Elevon PID and for offsite improvements needed to serve the Pods 2A-2E, see Exhibit C.

Elevon PID Improvements

The authorized improvements benefitting property within the Elevon PID are illustrated in Exhibits D thru L. There are In-tract Improvements, Major Improvements Onsite, and Major Improvements Offsite.

Development Schedule

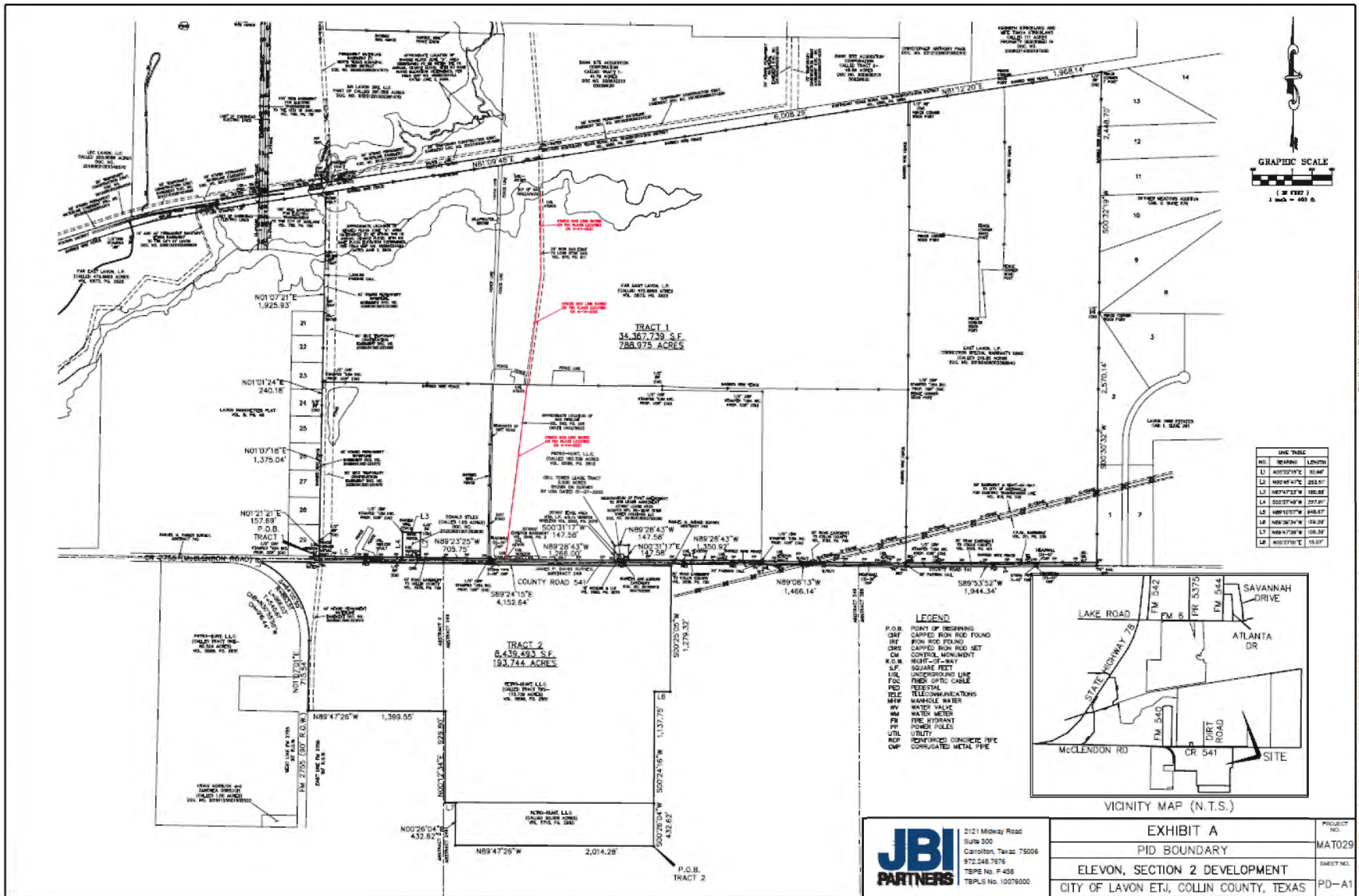
Design Stage – The preliminary plat for Section 2, Phase 2A-2E has been approved by the City of Lavon. Engineering plans and final plat have been submitted for the Master Infrastructure improvements that will provide, water, sewer, drainage, and access to each of the phases of development. A flood study for Pods 2A-2E has been submitted to the City of Lavon for approval. A traffic impact analysis for the entire Elevon development which includes the Elevon PID area has been submitted to the City of Lavon. Design and final platting of Pods 2A, 2B-1, 2C, and 2D are currently underway with an anticipated submittal in the fourth quarter of 2021. Approval and ground breaking for the master infrastructure and phases will occur in the first quarter of 2022.

Construction Stage- The construction of the master infrastructure and pods 2A, 2B-1, 2C, and 2D is anticipated to begin in January 2022. The improvements will take between 12-15 months to complete. Final acceptance of the improvements is anticipated in the first quarter of 2023. A 12 month project time line is depicted in Exhibit M.



[Signature]
DECEMBER 17, 2021

2121 Midway Road, Suite 300, Carrollton, TX 75006 | T: 972.248.7676 | TBPE No. F-438 TBPLS No. 10076000 | www.jbipartners.com



LEGAL DESCRIPTION
TRACT 1

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 240, and being a part of that called 472.8955 acre tract of land described in deed to Far East Lavan, L.P. as recorded in Volume 5873, Page 3522, Official Public Records of Collin County, Texas, and also being a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavan Ranchettes Plat, an Addition to Collin County as recorded in Volume 8, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541;

THENCE along the west line of said 180.339 acre tract and along the east line of said Lavan Ranchettes Addition as follows:

North 01 degrees 21 minutes 21 seconds East, 157.69 feet to a point for corner;

North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a point for corner;

North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a point for corner, said point being the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;

THENCE North 01 degrees 07 minutes 21 seconds East, at 1,306.98 feet passing the northeast corner of said Lavan Ranchettes Addition, in all a total distance of 1,925.93 feet to a point for corner, said point being in the north line of said 472.8955 acre tract, said point also being in the south right-of-way line of that tract of land described in deed to Northeast Texas Rural Rail Transportation District as recorded in Volume 5585, Page 2680, Official Public Records of Collin County, Texas;

THENCE North 81 degrees 09 minutes 48 seconds East, 6,008.29 feet along the north line of said 472.8955 acre tract and along the south right-of-way line of said Northeast Texas Rural Rail Transportation District to a point for corner, said point being the northeast corner of said 472.8955 acre tract, said point also being the northwest corner of that called 216.85 acre tract of land described in deed to East Lavan, L.P. as recorded in Document Number 20190406000368940, Official Public Records of Collin County, Texas;

THENCE North 81 degrees 12 minutes 20 seconds East, 1,968.14 feet along the north line of said 216.85 acre tract to a point for corner, said point being the northeast corner of said 216.85 acre tract;

THENCE along the east line of said 216.85 acre tract as follows:

South 00 degrees 32 minutes 19 seconds West, 2,448.70 feet to a point for corner;

South 00 degrees 30 minutes 32 seconds West, 2,570.14 feet to a point for corner in the southeast corner of said 216.85 acre tract, said point also being in the approximate centerline of County Road 541;

THENCE along the approximate centerline of County Road Number 541 as follows:

South 89 degrees 53 minutes 52 seconds West, 1,944.54 feet to a point for corner, said point being the southwest corner of said 216.85 acre tract, said point also being the southeast corner of said 472.8955 acre tract;

North 89 degrees 08 minutes 13 seconds West, 1,466.14 feet to a point for corner, said point being the most southerly southwest corner of said 472.8955 acre tract;

THENCE North 00 degrees 22 minutes 15 seconds East, 30.66 feet along the west line of said 472.8955 acre tract to a point for corner, said point being the southeast corner of said 180.339 acre tract, said point also being in the north right-of-way line of County Road Number 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 1,350.92 feet to a point for corner;

THENCE North 00 degrees 31 minutes 17 seconds East, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 89 degrees 28 minutes 43 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 00 degrees 31 minutes 17 seconds West, 147.58 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being in the south line of said 180.339 acre tract, said point also being in the north right-of-way line of County Road 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 1,266.00 feet along the south line of said 180.339 acre tract and along the north right-of-way line of County Road 541 to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 89 degrees 23 minutes 25 seconds West, 705.75 feet to a point for corner;

THENCE North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a point for corner;

THENCE North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a point for corner;

THENCE South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a point for corner;

THENCE North 89 degrees 10 minutes 57 seconds West, 848.67 feet to the POINT OF BEGINNING and containing 34,367.739 square feet or 788.975 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

LEGAL DESCRIPTION
TRACT 2

Being a parcel of land located in Collin County, Texas, a part of the Drury Anglin Survey, Abstract Number 2, and being a part James P. Davis Survey, Abstract Number 249, and being all of that called Tract Two - 173.739 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5569, Page 2651, Official Public Records of Collin County, Texas, and also being all of that called 20.005 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5710, Page 3283, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at the southeast corner of said 20.005 acre tract;

THENCE North 89 degrees 47 minutes 26 seconds West, 2,014.28 feet to a point for corner, said point being the southwest corner of said 20.005 acre tract;

THENCE North 00 degrees 26 minutes 04 seconds East, 432.62 feet to a point for corner, said point being the northwest corner of said 20.005 acre tract, said point also being in the south line of said 173.739 acre tract;

THENCE North 89 degrees 47 minutes 26 seconds West, 108.39 feet to the most southerly southwest corner of said 173.739 acre tract;

THENCE along the west line of said 173.739 acre tract as follows:

North 00 degrees 12 minutes 34 seconds East, 929.80 feet to a point for corner;

North 89 degrees 47 minutes 26 seconds West, 1399.55 feet to a point for corner, said point being the most westerly southwest corner of said 173.739 acre tract, said point also being in the east right-of-way line of Farm-to-Market Highway Number 2755;

THENCE continuing along the west line of said 173.739 acre tract and along the east right-of-way line of Farm-to-Market Highway Number 2755;

North 01 degrees 07 minutes 01 seconds East, 715.54 feet to a point for corner;

Northwesterly, 968.03 feet along a curve to the left having a central angle of 64 degrees 05 minutes 55 seconds, a radius of 863.51 feet, a tangent of 540.51 feet, and whose chord bears North 30 degrees 55 minutes 56 seconds West, 916.44 feet to a point for corner;

North 00 degrees 37 minutes 01 seconds East, 15.07 feet to a point for corner, said point being the northwest corner of said 173.739 acre tract, said point also being at the intersection of the east right-of-way line of Farm-to-Market Highway Number 2755 with the south right-of-way line of County Road Number 541;

THENCE South 89 degrees 24 minutes 15 seconds East, 4,152.64 feet along the south right-of-way line of County Road Number 541 to a point for corner, said point being the northeast corner of said 173.739 acre tract;

THENCE along the east line of said 173.739 acre tract as follows:

South 00 degrees 25 minutes 05 seconds West, 1279.32 feet to a point for corner;

North 89 degrees 38 minutes 34 seconds West, 159.29 feet to a point for corner;


South 00 degrees 24 minutes 16 seconds West, 1137.75 feet to a point for corner, said point being the southeast corner of said 173.739 acre tract, said point also being the northeast corner of said 20.005 acre tract;

THENCE South 00 degrees 26 minutes 04 seconds West, 432.62 to the POINT OF BEGINNING and containing 8,439.493 square feet or 193.744 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

NOTES:

- 1.) FLOOD STATEMENT: According to Community Panel No. 48085C0445J, dated June 2, 2009 of the Federal Emergency Management Agency, National Flood Insurance Program Map, a portion of this property is within shaded Flood Zone "A", (areas determined to be within the 1% annual chance flood (100-year flood), with no base flood elevations determined.
- 2.) The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.
- 3.) The subject tract has frontage to County Road No. 541.
- 4.) Abstract lines shown hereon are approximate.

	2121 Midway Road Suite 200 Carrollton, Texas 75006 972.248.7676 TBPE No. F-438 TBPLS No. 10076000	EXHIBIT A	PROJECT NO.
		PID BOUNDARY	MAT029
		ELEVON, SECTION 2 DEVELOPMENT	SHEET NO.
		CITY OF LAVON ET AL, COLLIN COUNTY, TEXAS	PD-A2

ELEVON PUBLIC IMPROVEMENT DISTRICT

2024 PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN – IMPROVEMENT AREA #2A-2B BONDS

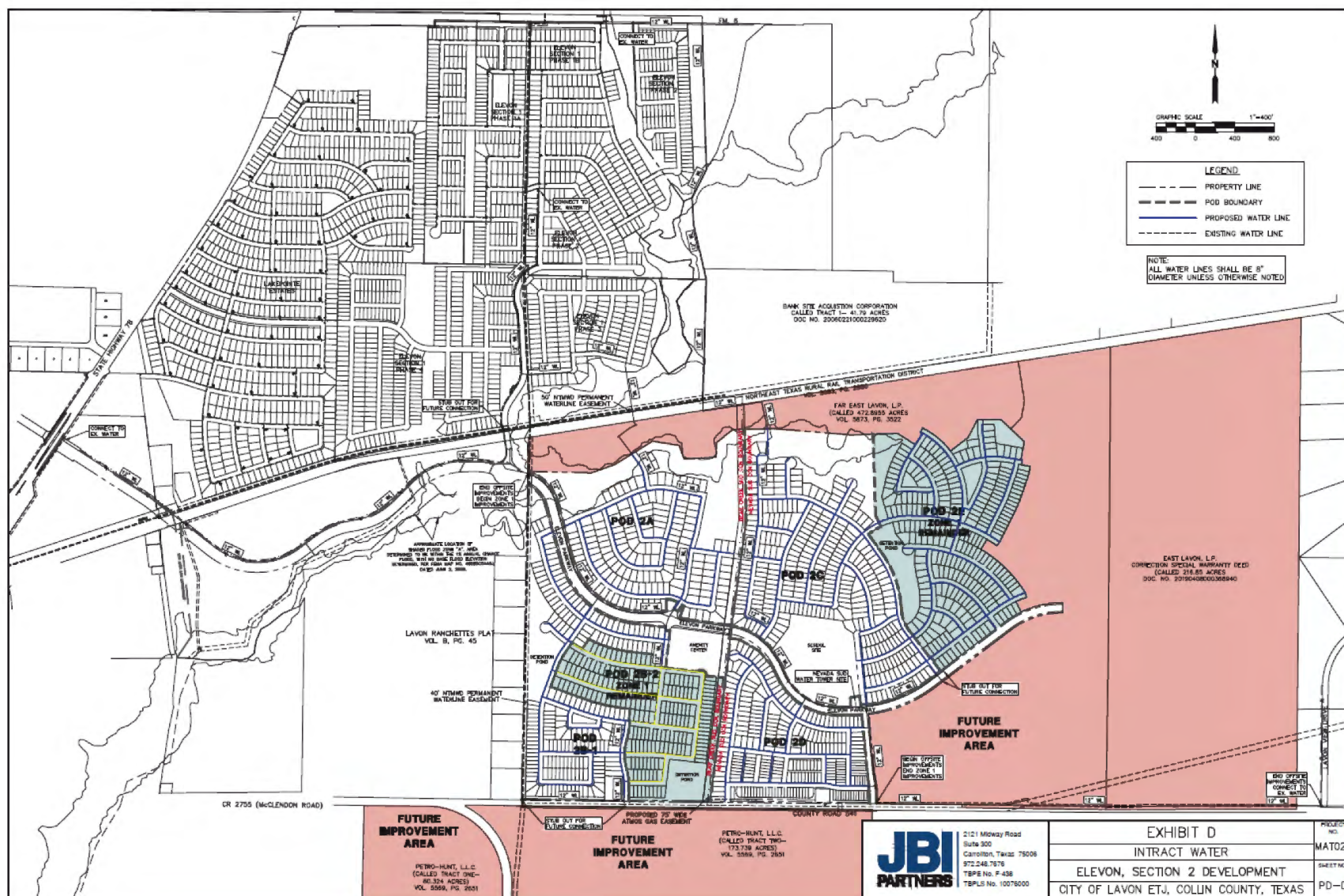
212

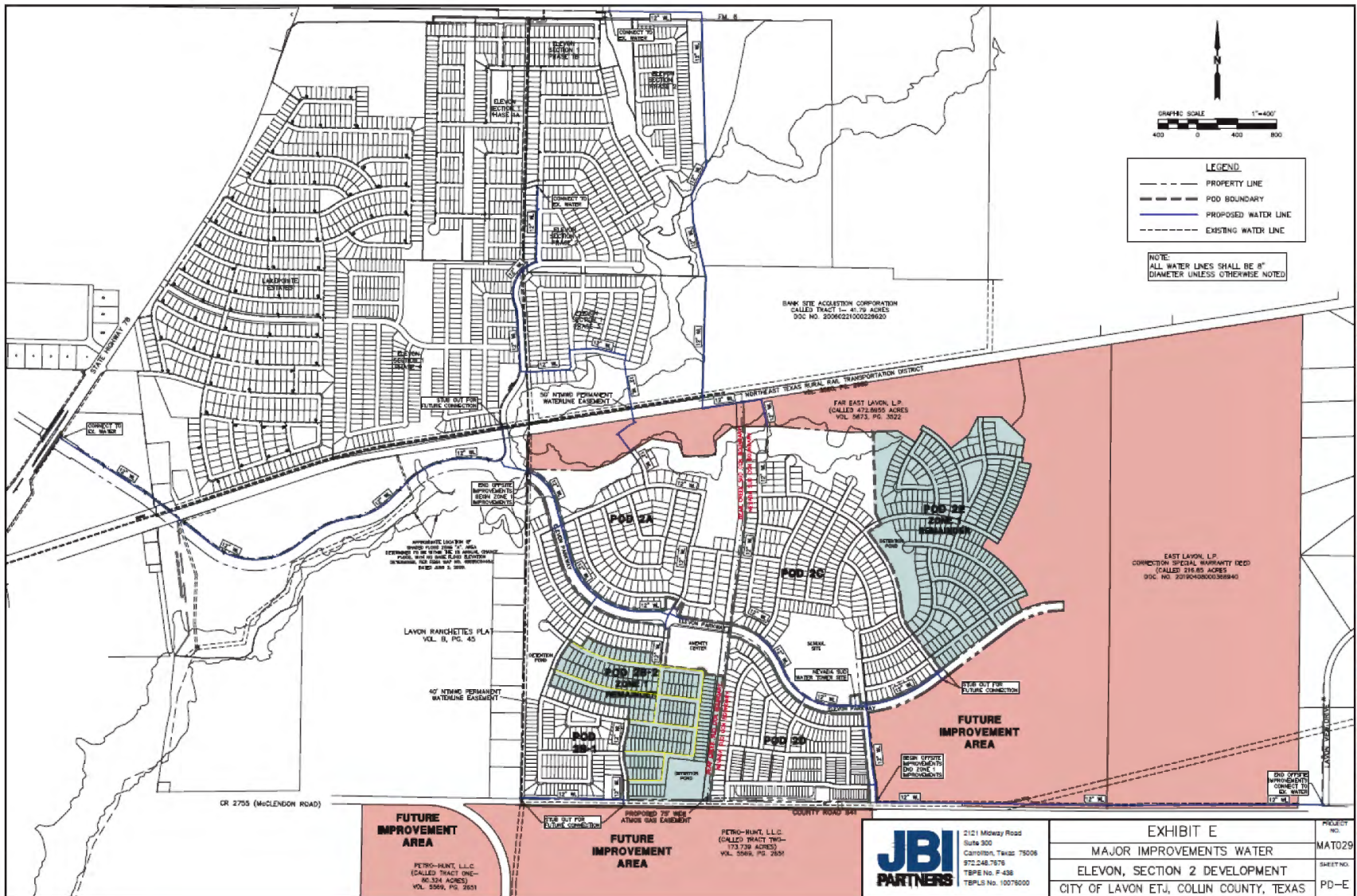
EXHIBIT C

Elevon PID
Lavon, Texas
ENGINEERS OPINION OF PROBABLE COST SUMMARY
Prepared by JBI PARTNERS
7/28/2021

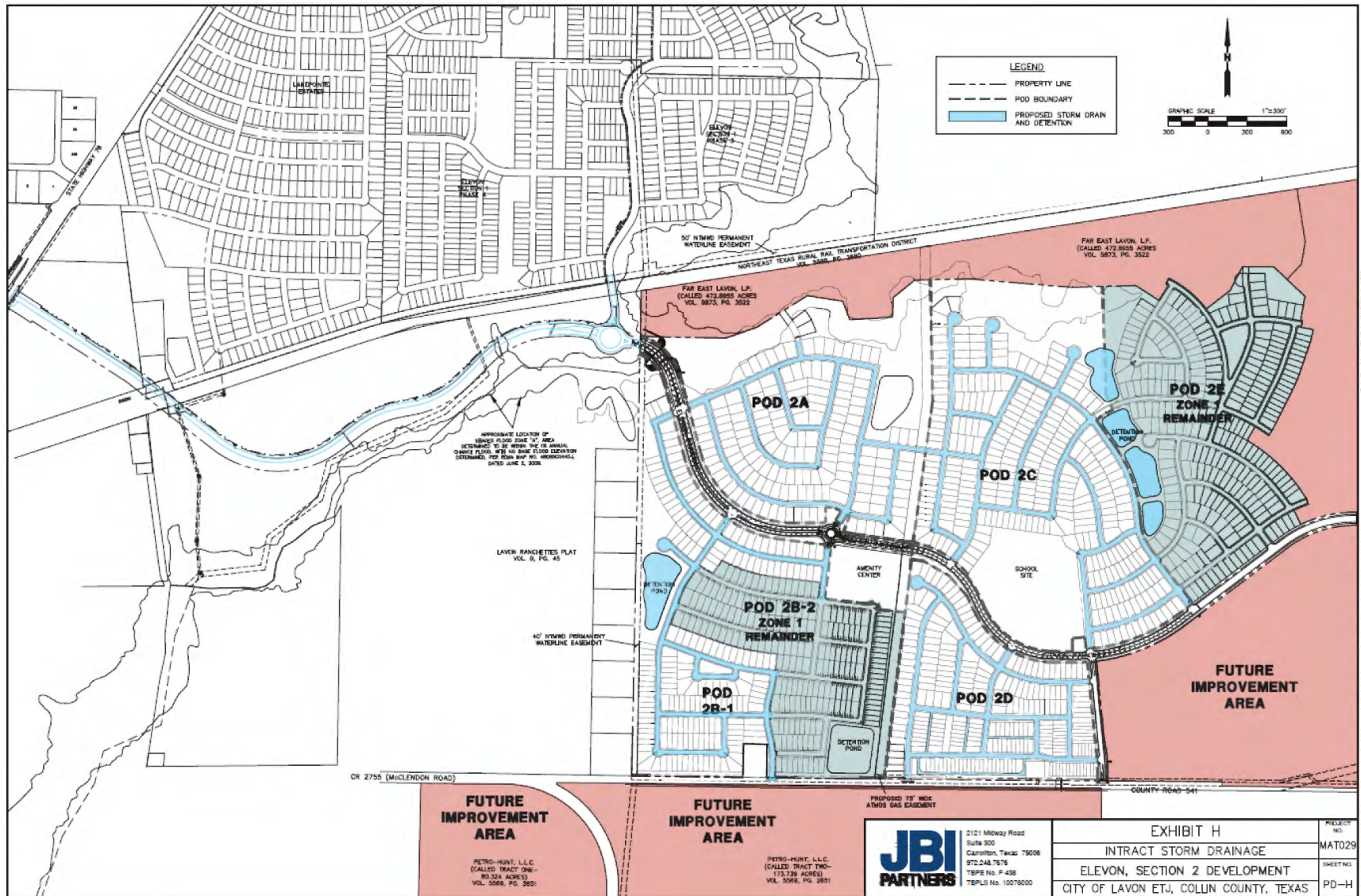


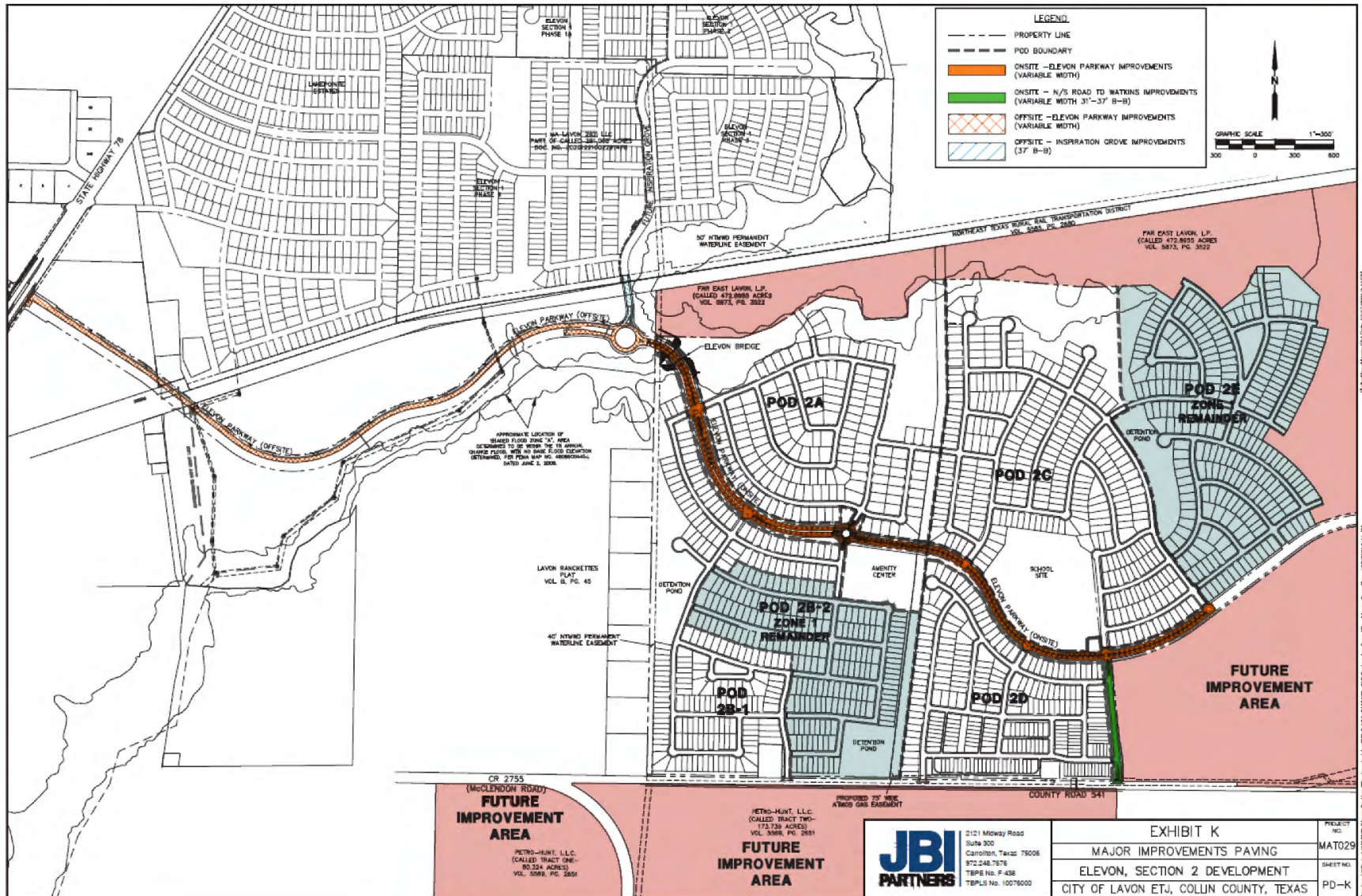
Intrast Improvement		Total	Offsite	Total Phase 1	Total Phase 2	POD 2A		POD 2B		POD 2C		POD 2D		POD 2E		
Description						Total	Phase 1	Total	Phase 1	Phase 2	Total	Phase 1	Total	Phase 1	Total	Phase 2
Public																
Water		4,977,567	-	3,496,472	1,476,095	742,372	742,372	1,337,092	802,255	534,837	1,212,760	1,212,760	741,083	741,083	944,258	944,258
Sanitary Sewer		4,605,899	-	3,139,817	1,466,082	579,673	579,673	1,231,767	769,060	512,707	1,116,677	1,116,677	674,403	674,403	953,373	953,373
Storm Drainage		5,483,000	-	3,931,421	1,551,587	826,741	826,741	1,390,090	834,054	556,036	1,493,390	1,493,390	773,233	773,233	997,351	997,351
Paving		10,944,437	-	7,640,751	3,303,686	1,393,161	1,393,161	2,842,732	1,705,639	1,137,093	2,605,719	2,605,719	1,736,231	1,736,231	2,166,593	2,166,593
Earthwork - ROW and Easements		5,418,135	-	3,769,658	1,648,477	766,642	766,642	1,483,542	890,125	593,417	1,250,368	1,250,368	862,524	862,524	1,055,060	1,055,060
Detention		766,961	-	570,841	196,020	276,811	276,811	490,050	294,030	196,020	-	-	-	-	-	-
Construction Management Fees (4%)		1,287,916	-	902,038	385,878	191,416	191,416	359,011	211,807	141,204	307,237	307,237	191,579	191,579	244,673	244,673
Soft Costs (Engineering, Surveying, Construction Services) - 80% split		3,811,007	-	2,656,848	1,154,959	393,391	393,391	1,008,997	605,396	403,599	922,157	922,157	563,902	563,902	721,360	721,360
Contingency (5%)		1,609,895	-	1,127,548	482,947	239,270	239,270	441,354	264,755	176,599	384,046	384,046	239,474	239,474	305,541	305,541
District Creation Costs (4%)		1,536,301	-	1,090,696	465,605	232,459	232,459	425,142	255,085	170,057	371,774	371,774	231,377	231,377	293,549	293,549
ROW Areas		2,935,350	-	2,030,580	904,770	423,900	423,900	762,300	457,380	304,920	702,000	702,000	447,300	447,300	599,850	599,850
Total Public		43,399,177	-	30,388,671	13,010,506	6,467,840	6,467,840	11,815,987	7,089,592	4,726,399	10,368,126	10,368,126	6,463,113	6,463,113	8,284,111	8,284,111
Private																
Earthwork - Lots		2,322,058	-	1,615,568	706,490	328,561	328,561	635,804	381,482	254,321	535,872	535,872	369,653	369,653	452,169	452,169
Retaining Walls		1,367,218	-	1,064,875	302,543	347,506	347,506	213,611	128,166	85,444	399,620	399,620	189,383	189,383	217,099	217,099
Erosion Control		415,184	-	288,063	127,120	66,287	66,287	101,942	61,185	40,757	93,878	93,878	66,734	66,734	86,344	86,344
Soft Costs (Engineering, Surveying, Construction Services) - 20% split		952,932	-	671,712	281,240	148,948	148,948	232,349	151,350	100,900	230,539	230,539	140,976	140,976	180,340	180,340
City Fees		1,204,695	-	843,370	361,325	174,619	174,619	315,284	189,171	126,114	297,114	297,114	182,466	182,466	232,212	232,212
Contingency (5%)		205,223	-	148,415	56,808	37,118	37,118	47,568	28,541	19,027	51,468	51,468	31,288	31,288	37,781	37,781
Total Private		6,467,329	-	4,631,803	1,535,536	1,102,938	1,102,938	1,566,457	939,874	626,583	1,608,491	1,608,491	980,500	980,500	1,208,843	1,208,843
Total		49,866,506	-	35,020,474	14,546,032	7,570,778	7,570,778	13,382,444	8,029,466	5,352,978	11,976,617	11,976,617	7,443,613	7,443,613	9,493,054	9,493,054
Major Improvements - Onsite		Total	Offsite	Total Phase 1	Total Phase 2	POD 2A		POD 2B		POD 2C		POD 2D		POD 2E		
Description						Total	Phase 1	Total	Phase 1	Phase 2	Total	Phase 1	Total	Phase 1	Total	Phase 2
Public																
Water		2,901,946	-	1,589,146	1,312,500	-	-	-	-	-	-	-	-	-	-	-
Sanitary Sewer		404,293	-	404,293	-	-	-	-	-	-	-	-	-	-	-	-
Storm Drainage		521,867	-	521,867	-	-	-	-	-	-	-	-	-	-	-	-
Paving		4,838,957	-	4,838,957	-	-	-	-	-	-	-	-	-	-	-	-
Earthwork		133,457	-	133,457	-	-	-	-	-	-	-	-	-	-	-	-
Detention		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Erosion Control		67,101	-	67,101	-	-	-	-	-	-	-	-	-	-	-	-
Construction Management Fees (4%)		354,693	-	302,193	52,500	-	-	-	-	-	-	-	-	-	-	-
Soft Costs (Engineering, Surveying, Construction Services)		890,815	-	890,815	-	-	-	-	-	-	-	-	-	-	-	-
City Fees		225,098	-	225,098	-	-	-	-	-	-	-	-	-	-	-	-
Contingency (5%)		267,741	-	267,741	-	-	-	-	-	-	-	-	-	-	-	-
District Creation Costs (4%)		424,227	-	369,627	54,600	-	-	-	-	-	-	-	-	-	-	-
ROW Areas		516,800	-	516,800	-	-	-	-	-	-	-	-	-	-	-	-
Total Public		11,546,495	-	10,126,895	1,419,600	-	-	-	-	-	-	-	-	-	-	-
Total		11,546,495	-	10,126,895	1,419,600	-	-	-	-	-	-	-	-	-	-	-
Major Improvements - Offsite		Total	Offsite	Total Phase 1	Total Phase 2	POD 2A		POD 2B		POD 2C		POD 2D		POD 2E		
Description						Total	Phase 1	Total	Phase 1	Phase 2	Total	Phase 1	Total	Phase 1	Total	Phase 2
Public																
Water		1,079,834	1,079,834	-	-	-	-	-	-	-	-	-	-	-	-	-
Sanitary Sewer		651,090	651,090	-	-	-	-	-	-	-	-	-	-	-	-	-
Storm Drainage		872,150	872,150	-	-	-	-	-	-	-	-	-	-	-	-	-
Paving		2,092,483	2,092,483	-	-	-	-	-	-	-	-	-	-	-	-	-
Earthwork		91,830	91,830	-	-	-	-	-	-	-	-	-	-	-	-	-
Detention		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Erosion Control		39,842	39,842	-	-	-	-	-	-	-	-	-	-	-	-	-
Construction Management Fees (4%)		193,090	193,090	-	-	-	-	-	-	-	-	-	-	-	-	-
Soft Costs (Engineering, Surveying, Construction Services)		753,225	753,225	-	-	-	-	-	-	-	-	-	-	-	-	-
City Fees		253,000	253,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency (5%)		241,363	241,363	-	-	-	-	-	-	-	-	-	-	-	-	-
District Creation Costs (4%)		250,717	250,717	-	-	-	-	-	-	-	-	-	-	-	-	-
ROW Areas		1,604,800	1,604,800	-	-	-	-	-	-	-	-	-	-	-	-	-
Wastewater Plant Site		233,550	233,550	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Public		8,356,996	8,356,996	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		8,356,996	8,356,996	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL IMPROVEMENT COSTS		Total	Offsite	Total Phase 1	Total Phase 2	POD 2A		POD 2B		POD 2C		POD 2D		POD 2E		
Total Public		63,302,668	8,356,996	40,515,566	14,430,106	6,467,840	6,467,840	11,815,987	7,089,592	4,726,399	10,368,126	10,368,126	6,463,113	6,463,113	8,284,111	8,284,111
Total Private		6,467,329	-	4,631,803	1,535,536	1,102,938	1,102,938	1,566,457	939,874	626,583	1,608,491	1,608,491	980,500	980,500	1,208,843	1,208,843
Total Costs		69,769,997	8,356,996	45,147,369	15,965,632	7,570,778	7,570,778	13,382,444	8,029,466	5,352,978	11,976,617	11,976,617	7,443,613	7,443,613	9,493,054	9,493,054
TOTAL PID COSTS		Total	Offsite	Total Phase 1	Total Phase 2	POD 2A		POD 2B		POD 2C		POD 2D		POD 2E		
Total Public Improvements (includes ROW)		63,302,668	8,356,996	40,515,566	14,430,106											





ELEVON PUBLIC IMPROVEMENT DISTRICT
2024 PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN – IMPROVEMENT AREA #2A-2B BONDS





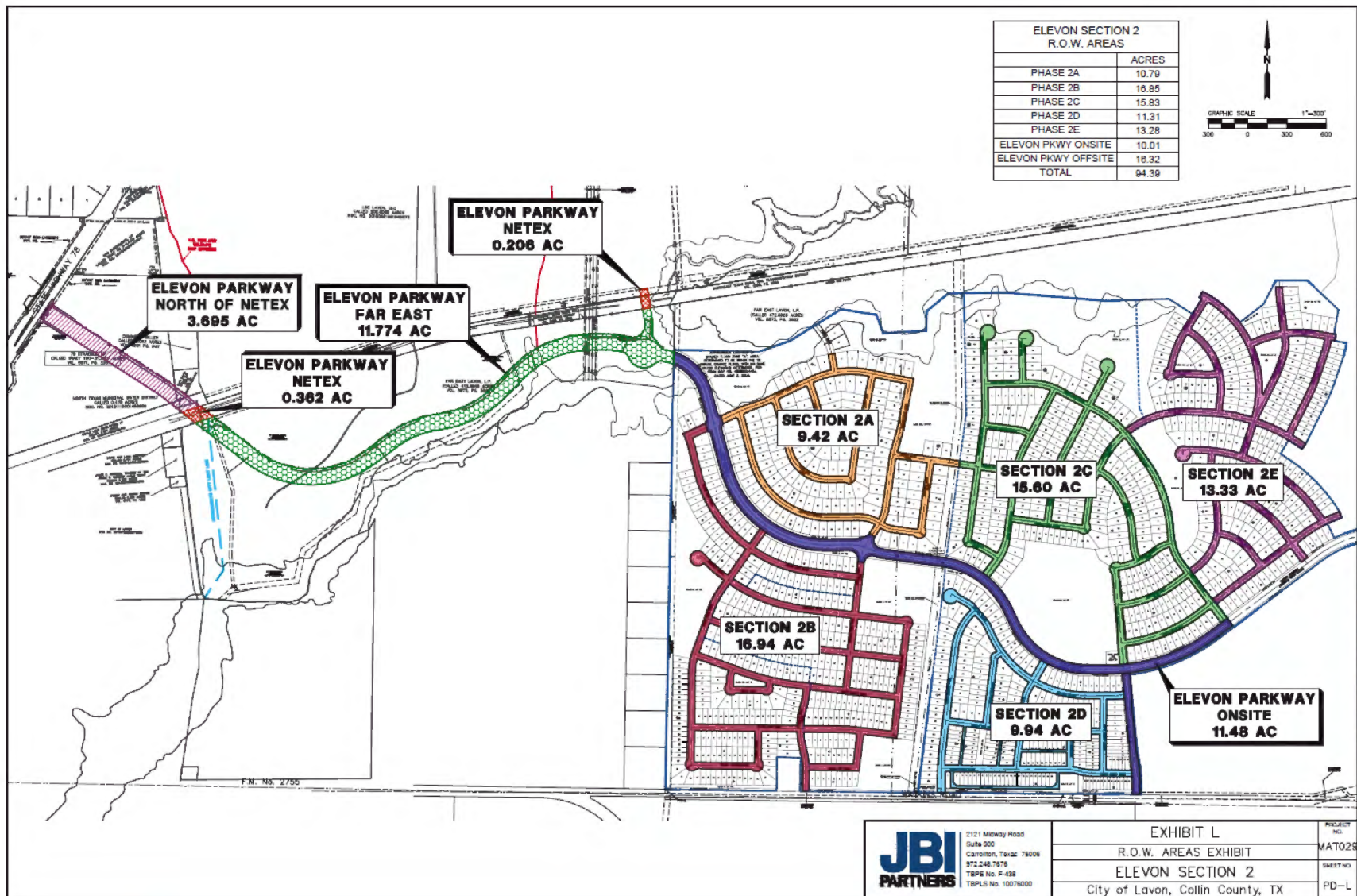


EXHIBIT M - SCHEDULE

Elevon PID

	Dec-21					Jan-22				Feb-22				Mar-22					Apr-22				May-22					Jun-22				
Cumulative Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Task																																
1 Major Improvements (MI) Bidding and Contract Award																																
2 MI Erosion Control Install																																
3 MI Earthwork																																
4 MI Wet Utilities																																
5 MI Bridge																																
6 MI Paving																																
7 MI Franchise																																
8 MI Final Acceptance																																
9 MI Screening Walls																																
10 MI Landscape - Irrigation																																
11 Pod Erosion Control Install																																
12 Pod Earthwork																																
13 Pod Wet Utilities																																
14 Pod Paving																																
15 Pod Franchise																																
16 Pod Final Acceptance																																

Elevon Section 2 Schedule

	Jul-22				Aug-22					Sep-22				Oct-22				Nov-22					Dec-22				Jan-23				
Cumulative Weeks	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63
Task																															
1 Major Improvements (MI) Bidding and Contract Award																															
2 MI Erosion Control Install																															
3 MI Earthwork																															
4 MI Wet Utilities																															
5 MI Bridge																															
6 MI Paving																															
7 MI Franchise																															
8 MI Final Acceptance																															
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10 MI Landscape - Irrigation																															
11 Pod Erosion Control Install																															
12 Pod Earthwork																															
13 Pod Wet Utilities																															
14 Pod Paving																															
15 Pod Franchise																															
16 Pod Final Acceptance																															



Re: Engineer's Report
Elevon Public Improvement District
Improvement Area No. 2
Lavon, Texas

Introduction:

Elevon Public Improvement District (the "Elevon PID") is a 982.719 acre multiphase single family development. The general location of the property is south of the NETEX railroad right-of-way, north of County Road 541 (Watkins Road), and is approximately 1.6 miles east of State Highway 78 and Main Street. The Elevon PID boundary and legal description are shown in Exhibit A-1. Pods 2A, 2B-1, 2C, and 2D have been constructed. Pod 2E is under construction and will be completed and released for home building in September of 2024. Pod 2B-2 is beginning earthwork in August 2024. The recorded plats for the completed phases and the final plats for the pods under construction are shown in Exhibit A-4. The Elevon Public Improvement District 2024 Amended and Restated Service and Assessment Plan includes the estimated cost, schedule, and development exhibits for the Improvement Area No. 2 portion of the Elevon PID and for reference for the issuance of bonds by the City to finance public infrastructure projects within the Elevon PID.

Development Cost

JBI has prepared an Opinion of Probable Cost summary for improvements within Pod 2B-2 and assisted in the bidding and contracting of the improvements in Pod 2E. The cost of the improvements for Improvement Area No. 2 are summarized in Exhibit B-1.

Elevon PID Improvements

The authorized improvements benefitting property within the Elevon PID Improvement Area No 2 are illustrated in Exhibit J-3.

Development Schedule

Design Stage – The Improvement Area No. 2 improvements have been designed and approved by the governing authorities.

Construction Stage- Construction of Pod 2E will be completed in September of 2024. Construction of Pod 2B-2 is beginning in August of 2024 and should be completed in August of 2025.



July 30, 2024

2121 Midway Road, Suite 300, Carrollton, TX 75006 | T: 972.248.7676 | TBPE No. F-438 TBPLS No. 10076000 | www.jbipartners.com

EXHIBIT C

Elevon PID

Lavon, Texas

ENGINEERS OPINION OF PROBABLE COST SUMMARY

Prepared by JBI PARTNERS

7/23/2024



Improvement Area No. 2 Improvements	Total Phase 2	POD B	POD 2E
Description		Phase 2B-2	
Public			
Wet Utilities			
Water	1,979,738	737,610	1,242,128
Sanitary Sewer	2,188,458	769,060	1,419,397
Storm Drainage	1,589,071	544,584	1,044,487
Subtotal Wet Utilities	5,757,267	2,051,255	3,706,012
Paving	4,127,576	1,351,357	2,776,220
Earthwork - ROW and Easements	1,576,564	690,637	885,927
Detention	44,752	44,752	-
Construction Management Fees (4%)	460,246	165,520	294,726
Soft Costs (Engineering, Surveying, Construction Services) - 80% split	1,077,758	454,728	623,030
Contingency (5%)	206,900	206,900	-
District Creation Costs	604,000	239,000	365,000
ROW Areas	882,450	291,240	591,210
Total Public	14,737,515	5,495,389	9,242,126
Private			
Earthwork - Lots	675,670	295,987	379,683
Retaining Walls	283,252	80,250	203,002
Erosion Control	201,693	64,825	136,868
Soft Costs (Engineering, Surveying, Construction Services) - 20% split	269,440	113,682	155,758
City Fees	364,093	147,823	216,271
Contingency (5%)	22,053	22,053	-
Total Private	1,816,201	724,620	1,091,581
Total	16,553,716	6,220,009	10,333,706

Water Improvements - Offsite	Total Phase 2	POD B	POD 2E
Description		Phase 2B-2	
Nevada SUD Water Tower Allocation (\$2,618.42 per Lot)			
Number of Lots		0	263
Water Tower Allocated Cost	688,644	-	688,644
ROW Areas	101,700	-	101,700
Total Water Tower Cost: \$4,144,800			
** POD B is served by Bear Creek SUD for Water			
** Remaining Water Tower Cost will be Allocated to Pod 2F and Section 3			
Total	790,344	-	790,344

TOTAL IMPROVEMENT COSTS	Total Phase 2	POD B	POD 2E
		Phase 2B-2	
Total Public	14,737,515	5,495,389	9,242,126
Total Private	1,816,201	724,620	1,091,581
Water Tower Allocation	790,344	-	790,344
Total Costs	17,344,060	6,220,009	11,124,051

TOTAL PID COSTS	Total Phase 2
Total Public Improvements	15,527,859

APPENDIX B – SOURCES AND USES BY POD

	Improvement Area #1 Total	POD 2A	POD 2B-1	POD 2C	POD 2D	Zone 1 Remainder Area Total	POD 2B-2	POD 2E	Total
Sources of Funds									
Zone 1 Remainder Area Bond Par ^[a]	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,046,000	\$ 3,172,965	\$ 4,873,035	\$ 8,046,000
Improvement Area #1 Initial Bond Par ^[b]	31,229,000	7,499,364	6,150,309	10,638,265	6,941,063	-	-	-	31,229,000
Improvement Area #1 Initial Bond Original Issue Discount	(289,415)	(69,500)	(56,998)	(98,590)	(64,326)	-	-	-	(289,415)
Improvement Area #1 Reimbursement Obligation ^[c]	2,656,000	637,815	523,079	904,775	590,331	-	-	-	2,656,000
Improvement Area #1 Additional Bonds	7,448,000	1,788,570	1,466,826	2,537,186	1,655,418	-	-	-	7,448,000
Improvement Area #2A Reimbursement Obligation ^[d]	-	-	-	-	-	-	-	366,043	366,043
Improvement Area #2B Reimbursement Obligation ^[d]	-	-	-	-	-	-	122,974	-	122,974
Improvement Area #2 Bonds	-	-	-	-	-	-	4,685,000	7,148,000	11,833,000
Owner or Homebuilder Participation ^[e]	21,519,186	5,167,639	4,238,036	7,330,584	4,782,927	4,161,343	3,137,162	6,272,597	30,928,944
Total Sources	\$ 62,562,771	\$ 15,023,888	\$ 12,321,251	\$ 21,312,220	\$ 13,905,412	\$ 12,207,343	\$ 11,118,100	\$ 18,659,675	\$ 92,340,546
Uses of Funds									
Zone 1 Improvements	\$ 11,243,293	\$ 2,699,976	\$ 2,214,279	\$ 3,830,066	\$ 2,498,972	\$ 5,330,745	\$ 2,102,195	\$ 3,228,549	\$ 16,574,038
Improvement Area #1 Improvements	34,544,600	8,295,576	6,803,290	11,767,735	7,677,999	-	-	-	34,544,600
Offsite Improvements	10,655,945	2,558,929	2,098,605	3,629,984	2,368,426	5,052,267	1,992,377	3,059,890	15,708,212
Improvement Area #2A Improvements	-	-	-	-	-	-	-	10,032,469	10,032,469
Improvement Area #2B Improvements	-	-	-	-	-	-	5,495,388	-	5,495,388
	\$ 56,443,838	\$ 13,554,481	\$ 11,116,175	\$ 19,227,785	\$ 12,545,397	\$ 10,383,011	\$ 9,589,960	\$ 16,320,908	\$ 82,354,707
Bond Issuance Costs - 2022 Bonds									
Debt Service Reserve Fund	\$ 1,902,364	\$ 456,836	\$ 374,656	\$ 648,047	\$ 422,826	\$ 509,960	\$ 201,104	\$ 308,856	\$ 2,412,324
Capitalized Interest	728,839	175,024	143,539	248,281	161,994	555,613	219,108	336,506	1,284,452
Underwriter's Discount	936,870	224,981	184,509	319,148	208,232	241,380	95,189	146,191	1,178,250
Costs of Issuance	1,363,660	327,471	268,562	464,535	303,092	487,379	192,199	295,179	1,851,039
	\$ 4,931,732	\$ 1,184,311	\$ 971,266	\$ 1,680,011	\$ 1,096,143	\$ 1,794,332	\$ 707,600	\$ 1,086,732	\$ 6,726,064
Other Costs - 2022 Bonds									
Deposit to Administrative Fund	\$ 45,000	\$ 10,806	\$ 8,862	\$ 15,329	\$ 10,002	\$ 30,000	\$ 11,831	\$ 18,169	\$ 75,000
	\$ 45,000	\$ 10,806	\$ 8,862	\$ 15,329	\$ 10,002	\$ 30,000	\$ 11,831	\$ 18,169	\$ 75,000
Bond Issuance Costs - 2024 Bonds									
Debt Service Reserve Fund	\$ 557,303	\$ 133,831	\$ 109,756	\$ 189,847	\$ 123,868	\$ -	\$ 345,818	\$ 527,622	\$ 1,430,743
Underwriter's Discount	223,440	53,657	44,005	76,116	49,663	-	140,550	214,440	578,430
Costs of Issuance	361,458	86,801	71,186	123,132	80,339	-	304,525	464,620	1,130,603
	\$ 1,142,201	\$ 274,289	\$ 224,948	\$ 389,094	\$ 253,869	\$ -	\$ 790,893	\$ 1,206,682	\$ 3,139,776
Other Costs - 2024 Bonds									
Deposit to Administrative Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,816	\$ 27,184	\$ 45,000
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,816	\$ 27,184	\$ 45,000
Rounding Amount	\$ 800	\$ 192	\$ 157	\$ 272	\$ 178	\$ -	\$ 291	\$ 134	\$ 1,225
Total Uses	\$ 62,562,771	\$ 15,023,888	\$ 12,321,251	\$ 21,312,220	\$ 13,905,412	\$ 12,207,343	\$ 11,118,100	\$ 18,659,675	\$ 92,340,546

Footnotes:

[a] Current outstanding Zone 1 Remainder Area Bonds is \$7,902,000 due to debt service payments reducing balance by \$144,000.

[b] Current outstanding Zone 1 Improvement Area #1 Initial Bonds is \$30,206,000 due to debt service payments reducing balance by \$1,023,000.

[c] See Exhibit D-2 for reductions to the Improvement Area #1 Reimbursement Obligation.

[d] Remaining balance of Improvement Area #2A Reimbursement Obligation and Improvement Area #2B Reimbursement Obligation to be paid down with excess Annual Installments to be collected 1/31/2025 totalling \$297,223.79, and the remaining \$190,793.21 to be forgiven. See Exhibit D-3.

[e] Not reimbursable to Owner through Assessments. To be financed through TIRZ No. 2.

APPENDIX C – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this appendix:

Improvement Area #1

- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4
- Lot Type 5
- Lot Type 6
- Lot Type 7

Improvement Area #2A/Zone 1 Remainder Area

- POD 2E
- Lot Type 8
- Lot Type 9
- Lot Type 10
- Lot Type 11

Improvement Area #2B/Zone 1 Remainder Area

- POD 2B-2
- Lot Type 12
- Lot Type 13

[Remainder of page left intentionally blank.]

ELEVON PID - IMPROVEMENT AREA #1 LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF LAVON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: \$27,714.49

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Eleven Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 1

Due 1/31	Improvement Area #1 Initial Bonds		Improvement Area #1 Additional Bonds		Total Additional Interest	Annual Collection Costs	Total Annual Installment ^[c]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
2025	\$ 427.63	\$ 893.27	\$ 114.82	\$ 275.81	\$ 138.57	\$ 45.44	\$ 1,895.55
2026	\$ 443.83	\$ 878.30	\$ 83.17	\$ 308.61	\$ 135.86	\$ 46.35	\$ 1,896.12
2027	\$ 460.76	\$ 862.77	\$ 88.32	\$ 303.83	\$ 133.23	\$ 47.28	\$ 1,896.18
2028	\$ 478.42	\$ 846.64	\$ 93.48	\$ 298.75	\$ 130.48	\$ 48.22	\$ 1,895.99
2029	\$ 499.03	\$ 828.10	\$ 99.36	\$ 293.37	\$ 127.62	\$ 49.19	\$ 1,896.68
2030	\$ 519.64	\$ 808.77	\$ 105.25	\$ 287.66	\$ 124.63	\$ 50.17	\$ 1,896.12
2031	\$ 541.72	\$ 788.63	\$ 111.88	\$ 281.61	\$ 121.50	\$ 51.18	\$ 1,896.51
2032	\$ 564.54	\$ 767.64	\$ 118.50	\$ 275.18	\$ 118.24	\$ 52.20	\$ 1,896.29
2033	\$ 588.82	\$ 745.76	\$ 125.13	\$ 268.36	\$ 114.82	\$ 53.24	\$ 1,896.14
2034	\$ 614.59	\$ 722.21	\$ 132.49	\$ 261.17	\$ 111.25	\$ 54.31	\$ 1,896.01
2035	\$ 641.08	\$ 697.63	\$ 141.32	\$ 253.55	\$ 107.52	\$ 55.39	\$ 1,896.49
2036	\$ 669.05	\$ 671.98	\$ 149.41	\$ 245.42	\$ 103.60	\$ 56.50	\$ 1,895.98
2037	\$ 698.49	\$ 645.22	\$ 158.98	\$ 236.83	\$ 99.51	\$ 57.63	\$ 1,896.67
2038	\$ 728.67	\$ 617.28	\$ 168.55	\$ 227.69	\$ 95.22	\$ 58.78	\$ 1,896.20
2039	\$ 761.06	\$ 588.14	\$ 178.12	\$ 218.00	\$ 90.74	\$ 59.96	\$ 1,896.01
2040	\$ 794.18	\$ 557.69	\$ 189.90	\$ 207.76	\$ 86.04	\$ 61.16	\$ 1,896.72
2041	\$ 828.77	\$ 525.93	\$ 201.67	\$ 196.84	\$ 81.12	\$ 62.38	\$ 1,896.71
2042	\$ 864.84	\$ 492.78	\$ 214.18	\$ 185.24	\$ 75.97	\$ 63.63	\$ 1,896.64
2043	\$ 903.11	\$ 458.18	\$ 226.70	\$ 172.93	\$ 70.57	\$ 64.90	\$ 1,896.39
2044	\$ 943.59	\$ 420.93	\$ 240.68	\$ 159.89	\$ 64.93	\$ 66.20	\$ 1,896.22
2045	\$ 986.28	\$ 382.01	\$ 255.40	\$ 146.05	\$ 59.00	\$ 67.52	\$ 1,896.27
2046	\$ 1,031.18	\$ 341.32	\$ 270.86	\$ 131.37	\$ 52.80	\$ 68.88	\$ 1,896.40
2047	\$ 1,077.55	\$ 298.79	\$ 287.79	\$ 115.79	\$ 46.29	\$ 70.25	\$ 1,896.45
2048	\$ 1,126.13	\$ 254.34	\$ 305.45	\$ 99.24	\$ 39.46	\$ 71.66	\$ 1,896.28
2049	\$ 1,177.65	\$ 207.88	\$ 323.85	\$ 81.68	\$ 32.30	\$ 73.09	\$ 1,896.46
2050	\$ 1,230.64	\$ 159.31	\$ 343.73	\$ 63.06	\$ 24.79	\$ 74.55	\$ 1,896.08
2051	\$ 1,286.58	\$ 108.54	\$ 365.07	\$ 43.30	\$ 16.92	\$ 76.04	\$ 1,896.45
2052	\$ 1,344.73	\$ 55.47	\$ 387.89	\$ 22.30	\$ 8.66	\$ 77.56	\$ 496.42
Total	\$ 22,232.54	\$ 15,625.50	\$ 5,481.95	\$ 5,661.30	\$ 2,411.64	\$ 1,683.69	\$ 51,696.43

Footnotes:

[a] Interest on the Improvement Area #1 Initial Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

[b] Interest on the Improvement Area #1 Additional Bonds is calculated at a 5.750% rate for illustrative purposes.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

ELEVON PID - IMPROVEMENT AREA #1 LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF LAVON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 2 PRINCIPAL ASSESSMENT: \$33,304.97

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Eleven Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 2

Due 1/31	Improvement Area #1 Initial Bonds		Improvement Area #1 Additional Bonds		Total Additional	Annual Collection	Total Annual
	Principal	Interest ^[a]	Principal	Interest ^[b]	Interest	Costs	Installment ^[c]
2025	\$ 513.89	\$ 1,073.46	\$ 137.98	\$ 331.45	\$ 166.52	\$ 54.61	\$ 2,277.91
2026	\$ 533.35	\$ 1,055.47	\$ 99.95	\$ 370.86	\$ 163.27	\$ 55.70	\$ 2,278.60
2027	\$ 553.70	\$ 1,036.80	\$ 106.14	\$ 365.12	\$ 160.10	\$ 56.81	\$ 2,278.67
2028	\$ 574.93	\$ 1,017.42	\$ 112.33	\$ 359.01	\$ 156.80	\$ 57.95	\$ 2,278.44
2029	\$ 599.69	\$ 995.15	\$ 119.41	\$ 352.55	\$ 153.36	\$ 59.11	\$ 2,279.27
2030	\$ 624.46	\$ 971.91	\$ 126.48	\$ 345.69	\$ 149.77	\$ 60.29	\$ 2,278.60
2031	\$ 650.99	\$ 947.71	\$ 134.44	\$ 338.41	\$ 146.01	\$ 61.50	\$ 2,279.07
2032	\$ 678.41	\$ 922.48	\$ 142.40	\$ 330.68	\$ 142.09	\$ 62.73	\$ 2,278.80
2033	\$ 707.60	\$ 896.20	\$ 150.37	\$ 322.50	\$ 137.98	\$ 63.98	\$ 2,278.62
2034	\$ 738.56	\$ 867.89	\$ 159.21	\$ 313.85	\$ 133.69	\$ 65.26	\$ 2,278.46
2035	\$ 770.40	\$ 838.35	\$ 169.82	\$ 304.69	\$ 129.20	\$ 66.57	\$ 2,279.04
2036	\$ 804.01	\$ 807.53	\$ 179.55	\$ 294.93	\$ 124.50	\$ 67.90	\$ 2,278.43
2037	\$ 839.39	\$ 775.37	\$ 191.05	\$ 284.61	\$ 119.58	\$ 69.26	\$ 2,279.26
2038	\$ 875.66	\$ 741.80	\$ 202.55	\$ 273.62	\$ 114.43	\$ 70.64	\$ 2,278.70
2039	\$ 914.57	\$ 706.77	\$ 214.05	\$ 261.97	\$ 109.04	\$ 72.06	\$ 2,278.46
2040	\$ 954.38	\$ 670.19	\$ 228.20	\$ 249.67	\$ 103.40	\$ 73.50	\$ 2,279.33
2041	\$ 995.95	\$ 632.01	\$ 242.35	\$ 236.54	\$ 97.49	\$ 74.97	\$ 2,279.31
2042	\$ 1,039.29	\$ 592.18	\$ 257.39	\$ 222.61	\$ 91.29	\$ 76.47	\$ 2,279.22
2043	\$ 1,085.28	\$ 550.60	\$ 272.43	\$ 207.81	\$ 84.81	\$ 77.99	\$ 2,278.93
2044	\$ 1,133.93	\$ 505.84	\$ 289.23	\$ 192.14	\$ 78.02	\$ 79.55	\$ 2,278.72
2045	\$ 1,185.23	\$ 459.06	\$ 306.92	\$ 175.51	\$ 70.91	\$ 81.15	\$ 2,278.78
2046	\$ 1,239.18	\$ 410.17	\$ 325.50	\$ 157.87	\$ 63.45	\$ 82.77	\$ 2,278.93
2047	\$ 1,294.91	\$ 359.06	\$ 345.84	\$ 139.15	\$ 55.62	\$ 84.42	\$ 2,279.00
2048	\$ 1,353.29	\$ 305.64	\$ 367.07	\$ 119.26	\$ 47.42	\$ 86.11	\$ 2,278.79
2049	\$ 1,415.20	\$ 249.82	\$ 389.18	\$ 98.16	\$ 38.82	\$ 87.83	\$ 2,279.01
2050	\$ 1,478.88	\$ 191.44	\$ 413.06	\$ 75.78	\$ 29.79	\$ 89.59	\$ 2,278.55
2051	\$ 1,546.11	\$ 130.44	\$ 438.71	\$ 52.03	\$ 20.33	\$ 91.38	\$ 2,279.00
2052	\$ 1,615.98	\$ 66.66	\$ 466.13	\$ 26.80	\$ 10.41	\$ 93.21	\$ 596.56
Total	\$ 26,717.21	\$ 18,777.43	\$ 6,587.76	\$ 6,803.27	\$ 2,898.11	\$ 2,023.32	\$ 62,124.46

Footnotes:

[a] Interest on the Improvement Area #1 Initial Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

[b] Interest on the Improvement Area #1 Additional Bonds is calculated at a 5.750% rate for illustrative purposes.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

ELEVON PID - IMPROVEMENT AREA #1 LOT TYPE 3 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF LAVON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 3 PRINCIPAL ASSESSMENT: \$38,657.55

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Eleven Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 3

Due 1/31	Improvement Area #1 Initial Bonds		Improvement Area #1 Additional Bonds		Total Additional Interest	Annual Collection Costs	Total Annual Installment ^[c]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
2025	\$ 596.48	\$ 1,245.98	\$ 160.16	\$ 384.71	\$ 193.29	\$ 63.39	\$ 2,644.01
2026	\$ 619.07	\$ 1,225.10	\$ 116.01	\$ 430.46	\$ 189.50	\$ 64.65	\$ 2,644.81
2027	\$ 642.68	\$ 1,203.43	\$ 123.20	\$ 423.79	\$ 185.83	\$ 65.95	\$ 2,644.89
2028	\$ 667.32	\$ 1,180.94	\$ 130.38	\$ 416.71	\$ 182.00	\$ 67.26	\$ 2,644.62
2029	\$ 696.07	\$ 1,155.08	\$ 138.60	\$ 409.21	\$ 178.01	\$ 68.61	\$ 2,645.58
2030	\$ 724.82	\$ 1,128.11	\$ 146.81	\$ 401.24	\$ 173.84	\$ 69.98	\$ 2,644.80
2031	\$ 755.62	\$ 1,100.02	\$ 156.05	\$ 392.80	\$ 169.48	\$ 71.38	\$ 2,645.35
2032	\$ 787.44	\$ 1,070.74	\$ 165.29	\$ 383.83	\$ 164.92	\$ 72.81	\$ 2,645.03
2033	\$ 821.32	\$ 1,040.23	\$ 174.53	\$ 374.32	\$ 160.16	\$ 74.27	\$ 2,644.83
2034	\$ 857.25	\$ 1,007.38	\$ 184.80	\$ 364.29	\$ 155.18	\$ 75.75	\$ 2,644.65
2035	\$ 894.21	\$ 973.09	\$ 197.12	\$ 353.66	\$ 149.97	\$ 77.27	\$ 2,645.31
2036	\$ 933.23	\$ 937.32	\$ 208.41	\$ 342.33	\$ 144.51	\$ 78.81	\$ 2,644.61
2037	\$ 974.29	\$ 899.99	\$ 221.76	\$ 330.35	\$ 138.80	\$ 80.39	\$ 2,645.57
2038	\$ 1,016.39	\$ 861.02	\$ 235.10	\$ 317.59	\$ 132.82	\$ 82.00	\$ 2,644.92
2039	\$ 1,061.56	\$ 820.36	\$ 248.45	\$ 304.08	\$ 126.57	\$ 83.64	\$ 2,644.65
2040	\$ 1,107.76	\$ 777.90	\$ 264.88	\$ 289.79	\$ 120.02	\$ 85.31	\$ 2,645.65
2041	\$ 1,156.01	\$ 733.59	\$ 281.30	\$ 274.56	\$ 113.15	\$ 87.01	\$ 2,645.63
2042	\$ 1,206.32	\$ 687.35	\$ 298.76	\$ 258.39	\$ 105.97	\$ 88.75	\$ 2,645.52
2043	\$ 1,259.70	\$ 639.09	\$ 316.21	\$ 241.21	\$ 98.44	\$ 90.53	\$ 2,645.18
2044	\$ 1,316.17	\$ 587.13	\$ 335.72	\$ 223.02	\$ 90.56	\$ 92.34	\$ 2,644.94
2045	\$ 1,375.71	\$ 532.84	\$ 356.25	\$ 203.72	\$ 82.30	\$ 94.19	\$ 2,645.01
2046	\$ 1,438.34	\$ 476.09	\$ 377.81	\$ 183.24	\$ 73.64	\$ 96.07	\$ 2,645.19
2047	\$ 1,503.02	\$ 416.76	\$ 401.42	\$ 161.51	\$ 64.56	\$ 97.99	\$ 2,645.27
2048	\$ 1,570.78	\$ 354.76	\$ 426.06	\$ 138.43	\$ 55.04	\$ 99.95	\$ 2,645.02
2049	\$ 1,642.64	\$ 289.97	\$ 451.73	\$ 113.93	\$ 45.05	\$ 101.95	\$ 2,645.27
2050	\$ 1,716.56	\$ 222.21	\$ 479.45	\$ 87.96	\$ 34.58	\$ 103.99	\$ 2,644.75
2051	\$ 1,794.59	\$ 151.40	\$ 509.22	\$ 60.39	\$ 23.60	\$ 106.07	\$ 2,645.27
2052	\$ 1,875.69	\$ 77.37	\$ 541.05	\$ 31.11	\$ 12.08	\$ 108.19	\$ 692.43
Total	\$ 31,011.05	\$ 21,795.23	\$ 7,646.50	\$ 7,896.66	\$ 3,363.88	\$ 2,348.50	\$ 72,108.75

Footnotes:

[a] Interest on the Improvement Area #1 Initial Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

[b] Interest on the Improvement Area #1 Additional Bonds is calculated at a 5.750% rate for illustrative purposes.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

ELEVON PID - IMPROVEMENT AREA #1 LOT TYPE 4 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF LAVON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 4 PRINCIPAL ASSESSMENT: \$41,631.21

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Eleven Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 4

Due 1/31	Improvement Area #1 Initial Bonds		Improvement Area #1 Additional Bonds		Total Additional Interest	Annual Collection Costs	Total Annual Installment ^[c]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
2025	\$ 642.37	\$ 1,341.82	\$ 172.48	\$ 414.31	\$ 208.16	\$ 68.26	\$ 2,847.39
2026	\$ 666.69	\$ 1,319.34	\$ 124.94	\$ 463.58	\$ 204.08	\$ 69.63	\$ 2,848.25
2027	\$ 692.12	\$ 1,296.01	\$ 132.68	\$ 456.39	\$ 200.12	\$ 71.02	\$ 2,848.34
2028	\$ 718.66	\$ 1,271.78	\$ 140.41	\$ 448.76	\$ 196.00	\$ 72.44	\$ 2,848.06
2029	\$ 749.61	\$ 1,243.93	\$ 149.26	\$ 440.69	\$ 191.70	\$ 73.89	\$ 2,849.09
2030	\$ 780.57	\$ 1,214.89	\$ 158.10	\$ 432.11	\$ 187.21	\$ 75.37	\$ 2,848.25
2031	\$ 813.74	\$ 1,184.64	\$ 168.06	\$ 423.02	\$ 182.52	\$ 76.87	\$ 2,848.84
2032	\$ 848.01	\$ 1,153.11	\$ 178.01	\$ 413.35	\$ 177.61	\$ 78.41	\$ 2,848.50
2033	\$ 884.50	\$ 1,120.25	\$ 187.96	\$ 403.12	\$ 172.48	\$ 79.98	\$ 2,848.28
2034	\$ 923.20	\$ 1,084.87	\$ 199.01	\$ 392.31	\$ 167.12	\$ 81.58	\$ 2,848.08
2035	\$ 963.00	\$ 1,047.94	\$ 212.28	\$ 380.87	\$ 161.50	\$ 83.21	\$ 2,848.80
2036	\$ 1,005.01	\$ 1,009.42	\$ 224.44	\$ 368.66	\$ 155.63	\$ 84.87	\$ 2,848.04
2037	\$ 1,049.24	\$ 969.22	\$ 238.82	\$ 355.76	\$ 149.48	\$ 86.57	\$ 2,849.08
2038	\$ 1,094.57	\$ 927.25	\$ 253.19	\$ 342.03	\$ 143.04	\$ 88.30	\$ 2,848.37
2039	\$ 1,143.22	\$ 883.46	\$ 267.56	\$ 327.47	\$ 136.30	\$ 90.07	\$ 2,848.08
2040	\$ 1,192.97	\$ 837.74	\$ 285.25	\$ 312.08	\$ 129.25	\$ 91.87	\$ 2,849.16
2041	\$ 1,244.93	\$ 790.02	\$ 302.94	\$ 295.68	\$ 121.86	\$ 93.71	\$ 2,849.14
2042	\$ 1,299.11	\$ 740.22	\$ 321.74	\$ 278.26	\$ 114.12	\$ 95.58	\$ 2,849.03
2043	\$ 1,356.60	\$ 688.26	\$ 340.53	\$ 259.76	\$ 106.01	\$ 97.49	\$ 2,848.66
2044	\$ 1,417.41	\$ 632.30	\$ 361.54	\$ 240.18	\$ 97.53	\$ 99.44	\$ 2,848.40
2045	\$ 1,481.54	\$ 573.83	\$ 383.65	\$ 219.39	\$ 88.63	\$ 101.43	\$ 2,848.47
2046	\$ 1,548.98	\$ 512.71	\$ 406.87	\$ 197.33	\$ 79.31	\$ 103.46	\$ 2,848.66
2047	\$ 1,618.64	\$ 448.82	\$ 432.30	\$ 173.94	\$ 69.53	\$ 105.53	\$ 2,848.75
2048	\$ 1,691.61	\$ 382.05	\$ 458.83	\$ 149.08	\$ 59.27	\$ 107.64	\$ 2,848.48
2049	\$ 1,769.00	\$ 312.27	\$ 486.48	\$ 122.70	\$ 48.52	\$ 109.79	\$ 2,848.76
2050	\$ 1,848.61	\$ 239.30	\$ 516.33	\$ 94.72	\$ 37.24	\$ 111.99	\$ 2,848.19
2051	\$ 1,932.63	\$ 163.05	\$ 548.39	\$ 65.04	\$ 25.42	\$ 114.23	\$ 2,848.75
2052	\$ 2,019.98	\$ 83.32	\$ 582.66	\$ 33.50	\$ 13.01	\$ 116.51	\$ 745.69
Total	\$ 33,396.51	\$ 23,471.79	\$ 8,234.70	\$ 8,504.09	\$ 3,622.64	\$ 2,529.15	\$ 77,655.58

Footnotes:

[a] Interest on the Improvement Area #1 Initial Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

[b] Interest on the Improvement Area #1 Additional Bonds is calculated at a 5.750% rate for illustrative purposes.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

ELEVON PID - IMPROVEMENT AREA #1 LOT TYPE 5 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF LAVON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 5 PRINCIPAL ASSESSMENT: \$24,978.72

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Eleven Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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§
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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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§

COUNTY OF _____

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 5

Due 1/31	Improvement Area #1 Initial Bonds		Improvement Area #1 Additional Bonds		Total Additional Interest	Annual Collection Costs	Total Annual Installment ^[c]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
2025	\$ 385.42	\$ 805.09	\$ 103.49	\$ 248.58	\$ 124.89	\$ 40.96	\$ 1,708.44
2026	\$ 400.02	\$ 791.60	\$ 74.96	\$ 278.15	\$ 122.45	\$ 41.78	\$ 1,708.95
2027	\$ 415.27	\$ 777.60	\$ 79.61	\$ 273.84	\$ 120.07	\$ 42.61	\$ 1,709.00
2028	\$ 431.19	\$ 763.07	\$ 84.25	\$ 269.26	\$ 117.60	\$ 43.46	\$ 1,708.83
2029	\$ 449.77	\$ 746.36	\$ 89.56	\$ 264.41	\$ 115.02	\$ 44.33	\$ 1,709.45
2030	\$ 468.34	\$ 728.93	\$ 94.86	\$ 259.27	\$ 112.33	\$ 45.22	\$ 1,708.95
2031	\$ 488.24	\$ 710.78	\$ 100.83	\$ 253.81	\$ 109.51	\$ 46.12	\$ 1,709.30
2032	\$ 508.81	\$ 691.86	\$ 106.80	\$ 248.01	\$ 106.56	\$ 47.05	\$ 1,709.10
2033	\$ 530.70	\$ 672.15	\$ 112.77	\$ 241.87	\$ 103.49	\$ 47.99	\$ 1,708.97
2034	\$ 553.92	\$ 650.92	\$ 119.41	\$ 235.39	\$ 100.27	\$ 48.95	\$ 1,708.85
2035	\$ 577.80	\$ 628.76	\$ 127.37	\$ 228.52	\$ 96.90	\$ 49.93	\$ 1,709.28
2036	\$ 603.01	\$ 605.65	\$ 134.67	\$ 221.20	\$ 93.38	\$ 50.92	\$ 1,708.82
2037	\$ 629.54	\$ 581.53	\$ 143.29	\$ 213.45	\$ 89.69	\$ 51.94	\$ 1,709.45
2038	\$ 656.74	\$ 556.35	\$ 151.91	\$ 205.22	\$ 85.82	\$ 52.98	\$ 1,709.02
2039	\$ 685.93	\$ 530.08	\$ 160.54	\$ 196.48	\$ 81.78	\$ 54.04	\$ 1,708.85
2040	\$ 715.78	\$ 502.64	\$ 171.15	\$ 187.25	\$ 77.55	\$ 55.12	\$ 1,709.49
2041	\$ 746.96	\$ 474.01	\$ 181.76	\$ 177.41	\$ 73.11	\$ 56.22	\$ 1,709.48
2042	\$ 779.47	\$ 444.13	\$ 193.04	\$ 166.96	\$ 68.47	\$ 57.35	\$ 1,709.42
2043	\$ 813.96	\$ 412.95	\$ 204.32	\$ 155.86	\$ 63.61	\$ 58.50	\$ 1,709.19
2044	\$ 850.45	\$ 379.38	\$ 216.92	\$ 144.11	\$ 58.52	\$ 59.67	\$ 1,709.04
2045	\$ 888.92	\$ 344.30	\$ 230.19	\$ 131.64	\$ 53.18	\$ 60.86	\$ 1,709.08
2046	\$ 929.39	\$ 307.63	\$ 244.12	\$ 118.40	\$ 47.58	\$ 62.08	\$ 1,709.20
2047	\$ 971.18	\$ 269.29	\$ 259.38	\$ 104.36	\$ 41.72	\$ 63.32	\$ 1,709.25
2048	\$ 1,014.96	\$ 229.23	\$ 275.30	\$ 89.45	\$ 35.56	\$ 64.58	\$ 1,709.09
2049	\$ 1,061.40	\$ 187.36	\$ 291.89	\$ 73.62	\$ 29.11	\$ 65.88	\$ 1,709.25
2050	\$ 1,109.16	\$ 143.58	\$ 309.80	\$ 56.83	\$ 22.35	\$ 67.19	\$ 1,708.91
2051	\$ 1,159.58	\$ 97.83	\$ 329.03	\$ 39.02	\$ 15.25	\$ 68.54	\$ 1,709.25
2052	\$ 1,211.99	\$ 49.99	\$ 349.60	\$ 20.10	\$ 7.81	\$ 69.91	\$ 447.42
Total	\$ 20,037.91	\$ 14,083.07	\$ 4,940.82	\$ 5,102.46	\$ 2,173.58	\$ 1,517.49	\$ 46,593.35

Footnotes:

[a] Interest on the Improvement Area #1 Initial Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

[b] Interest on the Improvement Area #1 Additional Bonds is calculated at a 5.750% rate for illustrative purposes.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

ELEVON PID - IMPROVEMENT AREA #1 LOT TYPE 6 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF LAVON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 6 PRINCIPAL ASSESSMENT: \$49,957.45

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Eleven Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 6

Due 1/31	Improvement Area #1 Initial Bonds		Improvement Area #1 Additional Bonds		Total Additional Interest	Annual Collection Costs	Total Annual Installment ^[c]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
2025	\$ 770.84	\$ 1,610.19	\$ 206.97	\$ 497.17	\$ 249.79	\$ 81.91	\$ 3,416.87
2026	\$ 800.03	\$ 1,583.21	\$ 149.92	\$ 556.29	\$ 244.90	\$ 83.55	\$ 3,417.90
2027	\$ 830.55	\$ 1,555.21	\$ 159.21	\$ 547.67	\$ 240.15	\$ 85.22	\$ 3,418.01
2028	\$ 862.39	\$ 1,526.14	\$ 168.50	\$ 538.52	\$ 235.20	\$ 86.93	\$ 3,417.67
2029	\$ 899.54	\$ 1,492.72	\$ 179.11	\$ 528.83	\$ 230.05	\$ 88.67	\$ 3,418.91
2030	\$ 936.69	\$ 1,457.86	\$ 189.73	\$ 518.53	\$ 224.65	\$ 90.44	\$ 3,417.89
2031	\$ 976.49	\$ 1,421.57	\$ 201.67	\$ 507.62	\$ 219.02	\$ 92.25	\$ 3,418.61
2032	\$ 1,017.62	\$ 1,383.73	\$ 213.61	\$ 496.03	\$ 213.13	\$ 94.09	\$ 3,418.20
2033	\$ 1,061.40	\$ 1,344.29	\$ 225.55	\$ 483.74	\$ 206.97	\$ 95.97	\$ 3,417.93
2034	\$ 1,107.84	\$ 1,301.84	\$ 238.82	\$ 470.77	\$ 200.54	\$ 97.89	\$ 3,417.70
2035	\$ 1,155.60	\$ 1,257.53	\$ 254.74	\$ 457.04	\$ 193.81	\$ 99.85	\$ 3,418.56
2036	\$ 1,206.02	\$ 1,211.30	\$ 269.33	\$ 442.39	\$ 186.75	\$ 101.85	\$ 3,417.64
2037	\$ 1,259.09	\$ 1,163.06	\$ 286.58	\$ 426.91	\$ 179.38	\$ 103.89	\$ 3,418.90
2038	\$ 1,313.48	\$ 1,112.70	\$ 303.83	\$ 410.43	\$ 171.65	\$ 105.96	\$ 3,418.05
2039	\$ 1,371.86	\$ 1,060.16	\$ 321.07	\$ 392.96	\$ 163.56	\$ 108.08	\$ 3,417.70
2040	\$ 1,431.56	\$ 1,005.28	\$ 342.30	\$ 374.50	\$ 155.10	\$ 110.24	\$ 3,418.99
2041	\$ 1,493.92	\$ 948.02	\$ 363.53	\$ 354.82	\$ 146.23	\$ 112.45	\$ 3,418.96
2042	\$ 1,558.93	\$ 888.26	\$ 386.08	\$ 333.91	\$ 136.94	\$ 114.70	\$ 3,418.83
2043	\$ 1,627.92	\$ 825.91	\$ 408.64	\$ 311.71	\$ 127.22	\$ 116.99	\$ 3,418.39
2044	\$ 1,700.89	\$ 758.76	\$ 433.85	\$ 288.22	\$ 117.03	\$ 119.33	\$ 3,418.08
2045	\$ 1,777.85	\$ 688.59	\$ 460.38	\$ 263.27	\$ 106.36	\$ 121.72	\$ 3,418.17
2046	\$ 1,858.78	\$ 615.26	\$ 488.24	\$ 236.80	\$ 95.17	\$ 124.15	\$ 3,418.40
2047	\$ 1,942.36	\$ 538.58	\$ 518.76	\$ 208.72	\$ 83.43	\$ 126.64	\$ 3,418.50
2048	\$ 2,029.93	\$ 458.46	\$ 550.60	\$ 178.90	\$ 71.13	\$ 129.17	\$ 3,418.18
2049	\$ 2,122.80	\$ 374.73	\$ 583.77	\$ 147.24	\$ 58.22	\$ 131.75	\$ 3,418.51
2050	\$ 2,218.33	\$ 287.16	\$ 619.59	\$ 113.67	\$ 44.69	\$ 134.39	\$ 3,417.83
2051	\$ 2,319.16	\$ 195.65	\$ 658.07	\$ 78.04	\$ 30.50	\$ 137.07	\$ 3,418.50
2052	\$ 2,423.97	\$ 99.99	\$ 699.20	\$ 40.20	\$ 15.62	\$ 139.82	\$ 894.83
Total	\$ 40,075.81	\$ 28,166.14	\$ 9,881.63	\$ 10,204.91	\$ 4,347.17	\$ 3,034.98	\$ 93,186.69

Footnotes:

[a] Interest on the Improvement Area #1 Initial Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

[b] Interest on the Improvement Area #1 Additional Bonds is calculated at a 5.750% rate for illustrative purposes.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

ELEVON PID - IMPROVEMENT AREA #1 LOT TYPE 7 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF LAVON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 7 PRINCIPAL ASSESSMENT: \$58,283.69

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Eleven Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 7

Due 1/31	Improvement Area #1 Initial Bonds		Improvement Area #1 Additional Bonds		Total Additional Interest	Annual Collection Costs	Total Annual Installment ^[c]
	Principal	Interest ^[a]	Principal	Interest ^[b]			
2025	\$ 899.32	\$ 1,878.55	\$ 241.47	\$ 580.03	\$ 291.42	\$ 95.57	\$ 3,986.35
2026	\$ 933.37	\$ 1,847.08	\$ 174.91	\$ 649.01	\$ 285.71	\$ 97.48	\$ 3,987.55
2027	\$ 968.97	\$ 1,814.41	\$ 185.75	\$ 638.95	\$ 280.17	\$ 99.43	\$ 3,987.67
2028	\$ 1,006.12	\$ 1,780.49	\$ 196.58	\$ 628.27	\$ 274.40	\$ 101.41	\$ 3,987.28
2029	\$ 1,049.46	\$ 1,741.51	\$ 208.96	\$ 616.97	\$ 268.39	\$ 103.44	\$ 3,988.73
2030	\$ 1,092.80	\$ 1,700.84	\$ 221.35	\$ 604.95	\$ 262.09	\$ 105.51	\$ 3,987.54
2031	\$ 1,139.24	\$ 1,658.49	\$ 235.28	\$ 592.22	\$ 255.52	\$ 107.62	\$ 3,988.38
2032	\$ 1,187.22	\$ 1,614.35	\$ 249.21	\$ 578.70	\$ 248.65	\$ 109.77	\$ 3,987.90
2033	\$ 1,238.30	\$ 1,568.34	\$ 263.14	\$ 564.37	\$ 241.47	\$ 111.97	\$ 3,987.59
2034	\$ 1,292.48	\$ 1,518.81	\$ 278.62	\$ 549.24	\$ 233.96	\$ 114.21	\$ 3,987.31
2035	\$ 1,348.20	\$ 1,467.11	\$ 297.19	\$ 533.22	\$ 226.11	\$ 116.49	\$ 3,988.32
2036	\$ 1,407.02	\$ 1,413.18	\$ 314.22	\$ 516.13	\$ 217.88	\$ 118.82	\$ 3,987.25
2037	\$ 1,468.93	\$ 1,356.90	\$ 334.34	\$ 498.06	\$ 209.27	\$ 121.20	\$ 3,988.71
2038	\$ 1,532.40	\$ 1,298.15	\$ 354.46	\$ 478.84	\$ 200.26	\$ 123.62	\$ 3,987.72
2039	\$ 1,600.50	\$ 1,236.85	\$ 374.59	\$ 458.45	\$ 190.82	\$ 126.10	\$ 3,987.31
2040	\$ 1,670.16	\$ 1,172.83	\$ 399.35	\$ 436.91	\$ 180.95	\$ 128.62	\$ 3,988.82
2041	\$ 1,742.91	\$ 1,106.02	\$ 424.12	\$ 413.95	\$ 170.60	\$ 131.19	\$ 3,988.79
2042	\$ 1,818.75	\$ 1,036.31	\$ 450.43	\$ 389.57	\$ 159.76	\$ 133.81	\$ 3,988.64
2043	\$ 1,899.24	\$ 963.56	\$ 476.75	\$ 363.67	\$ 148.42	\$ 136.49	\$ 3,988.12
2044	\$ 1,984.38	\$ 885.21	\$ 506.16	\$ 336.25	\$ 136.54	\$ 139.22	\$ 3,987.76
2045	\$ 2,074.15	\$ 803.36	\$ 537.11	\$ 307.15	\$ 124.09	\$ 142.01	\$ 3,987.86
2046	\$ 2,168.57	\$ 717.80	\$ 569.62	\$ 276.26	\$ 111.03	\$ 144.85	\$ 3,988.13
2047	\$ 2,266.09	\$ 628.35	\$ 605.22	\$ 243.51	\$ 97.34	\$ 147.74	\$ 3,988.25
2048	\$ 2,368.25	\$ 534.87	\$ 642.37	\$ 208.71	\$ 82.98	\$ 150.70	\$ 3,987.88
2049	\$ 2,476.60	\$ 437.18	\$ 681.07	\$ 171.78	\$ 67.93	\$ 153.71	\$ 3,988.26
2050	\$ 2,588.05	\$ 335.02	\$ 722.86	\$ 132.61	\$ 52.14	\$ 156.79	\$ 3,987.46
2051	\$ 2,705.69	\$ 228.26	\$ 767.75	\$ 91.05	\$ 35.59	\$ 159.92	\$ 3,988.25
2052	\$ 2,827.97	\$ 116.65	\$ 815.73	\$ 46.90	\$ 18.22	\$ 163.12	\$ 1,043.97
Total	\$ 46,755.12	\$ 32,860.50	\$ 11,528.57	\$ 11,905.73	\$ 5,071.70	\$ 3,540.81	\$ 108,717.81

Footnotes:

[a] Interest on the Improvement Area #1 Initial Bonds is calculated at a 3.500%, 3.875%, 4.000% and 4.125% rate for bonds maturing in 2027, 2032, 2042, and 2052 respectively.

[b] Interest on the Improvement Area #1 Additional Bonds is calculated at a 5.750% rate for illustrative purposes.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

ELEVON PID - IMPROVEMENT AREA #2A/ZONE 1 REMAINDER AREA - POD 2E
BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF LAVON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2A/ZONE 1 REMAINDER AREA POD 2E PRINCIPAL
ASSESSMENT: \$12,115,230**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Elevon Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2A/ZONE 1 REMAINDER AREA POD 2E

Due 1/31	Zone 1 Remainder Area Bonds		Improvement Area #2 Bonds ^[a]		IA#2A Reimbursement Obligation	Total Additional	Annual Collection	Total Annual
	Principal	Interest ^[b]	Principal	Interest ^[c]	Principal	Interest	Costs	Installment ^[d]
2025	\$ 90,612	\$ 208,718	\$ 137,000	\$ 375,270	\$ 193,779	\$ 59,607	\$ 33,681	\$ 1,098,668
2026	\$ 93,633	\$ 205,320	\$ 92,000	\$ 420,660	\$ -	\$ 58,469	\$ 34,355	\$ 904,437
2027	\$ 97,257	\$ 201,809	\$ 98,000	\$ 415,140	\$ -	\$ 57,541	\$ 35,042	\$ 904,789
2028	\$ 100,882	\$ 198,162	\$ 104,000	\$ 409,260	\$ -	\$ 56,565	\$ 35,743	\$ 904,611
2029	\$ 105,110	\$ 194,001	\$ 110,000	\$ 403,020	\$ -	\$ 55,540	\$ 36,458	\$ 904,129
2030	\$ 109,943	\$ 189,665	\$ 117,000	\$ 396,420	\$ -	\$ 54,465	\$ 37,187	\$ 904,679
2031	\$ 114,171	\$ 185,130	\$ 124,000	\$ 389,400	\$ -	\$ 53,330	\$ 37,930	\$ 903,962
2032	\$ 119,608	\$ 180,420	\$ 131,000	\$ 381,960	\$ -	\$ 52,139	\$ 38,689	\$ 903,817
2033	\$ 124,441	\$ 175,486	\$ 140,000	\$ 374,100	\$ -	\$ 50,886	\$ 39,463	\$ 904,376
2034	\$ 129,877	\$ 170,042	\$ 148,000	\$ 365,700	\$ -	\$ 49,564	\$ 40,252	\$ 903,436
2035	\$ 135,918	\$ 164,360	\$ 157,000	\$ 356,820	\$ -	\$ 48,175	\$ 41,057	\$ 903,330
2036	\$ 141,959	\$ 158,414	\$ 167,000	\$ 347,400	\$ -	\$ 46,710	\$ 41,878	\$ 903,361
2037	\$ 148,604	\$ 152,203	\$ 177,000	\$ 337,380	\$ -	\$ 45,165	\$ 42,716	\$ 903,068
2038	\$ 155,249	\$ 145,701	\$ 188,000	\$ 326,760	\$ -	\$ 43,537	\$ 43,570	\$ 902,818
2039	\$ 162,498	\$ 138,909	\$ 200,000	\$ 315,480	\$ -	\$ 41,821	\$ 44,442	\$ 903,150
2040	\$ 169,747	\$ 131,800	\$ 213,000	\$ 303,480	\$ -	\$ 40,008	\$ 45,330	\$ 903,366
2041	\$ 177,600	\$ 124,374	\$ 226,000	\$ 290,700	\$ -	\$ 38,095	\$ 46,237	\$ 903,005
2042	\$ 185,453	\$ 116,604	\$ 240,000	\$ 277,140	\$ -	\$ 36,077	\$ 47,162	\$ 902,435
2043	\$ 193,910	\$ 108,490	\$ 255,000	\$ 262,740	\$ -	\$ 33,949	\$ 48,105	\$ 902,194
2044	\$ 202,971	\$ 99,764	\$ 271,000	\$ 247,440	\$ -	\$ 31,705	\$ 49,067	\$ 901,947
2045	\$ 212,637	\$ 90,630	\$ 288,000	\$ 231,180	\$ -	\$ 29,335	\$ 50,048	\$ 901,830
2046	\$ 222,906	\$ 81,062	\$ 306,000	\$ 213,900	\$ -	\$ 26,832	\$ 51,049	\$ 901,749
2047	\$ 233,779	\$ 71,031	\$ 326,000	\$ 195,540	\$ -	\$ 24,187	\$ 52,070	\$ 902,608
2048	\$ 244,653	\$ 60,511	\$ 346,000	\$ 175,980	\$ -	\$ 21,388	\$ 53,112	\$ 901,644
2049	\$ 256,130	\$ 49,501	\$ 368,000	\$ 155,220	\$ -	\$ 18,435	\$ 54,174	\$ 901,461
2050	\$ 268,212	\$ 37,976	\$ 391,000	\$ 133,140	\$ -	\$ 15,315	\$ 55,257	\$ 900,900
2051	\$ 280,898	\$ 25,906	\$ 416,000	\$ 109,680	\$ -	\$ 12,018	\$ 56,363	\$ 900,865
2052	\$ 294,792	\$ 13,266	\$ 442,000	\$ 84,720	\$ -	\$ 8,534	\$ 57,490	\$ 900,801
2053	\$ -	\$ -	\$ 470,000	\$ 58,200	\$ -	\$ 4,850	\$ 34,820	\$ 567,870
2054	\$ -	\$ -	\$ 500,000	\$ 30,000	\$ -	\$ 2,500	\$ 35,517	\$ 568,017
Total	\$ 4,773,451	\$ 3,679,255	\$ 7,148,000	\$ 8,383,830	\$ 193,779	\$ 1,116,744	\$ 1,318,264	\$ 26,613,322

Footnotes:

[a] Represents the portion of the Improvement Area #2 allocable to Improvement Area #2A.

[b] Interest on the Zone 1 Remainder Area Bonds is calculated at a 3.750%, 4.125%, 4.375%, and 4.500% rate for bonds maturing 2027, 2032, 2042, and 2052 respectively.

[c] Interest on the Improvement Area #2 Bonds is calculated at a 6.00% rate for illustrative purposes.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

ELEVON PID - IMPROVEMENT AREA #2A/ZONE 1 REMAINDER AREA – LOT TYPE 8
BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF LAVON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2A/ZONE 1 REMAINDER AREA LOT TYPE 8 PRINCIPAL
ASSESSMENT: \$37,423.80**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Elevon Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2A/ZONE 1 REMAINDER AREA LOT TYPE 8

Due 1/31	Zone 1 Remainder Area Bonds		Improvement Area #2 Bonds ^[a]		IA#2A Reimbursement Obligation	Total Additional	Total Annual	Total Annual
	Principal	Interest ^[b]	Principal	Interest ^[c]	Principal	Interest	Collection Costs	Installment ^[d]
2025	\$ 279.90	\$ 644.73	\$ 423.19	\$ 1,159.20	\$ 598.58	\$ 184.13	\$ 104.04	\$ 3,393.77
2026	\$ 289.23	\$ 634.23	\$ 284.19	\$ 1,299.41	\$ -	\$ 180.61	\$ 106.12	\$ 2,793.79
2027	\$ 300.43	\$ 623.39	\$ 302.72	\$ 1,282.36	\$ -	\$ 177.74	\$ 108.24	\$ 2,794.88
2028	\$ 311.62	\$ 612.12	\$ 321.25	\$ 1,264.20	\$ -	\$ 174.73	\$ 110.41	\$ 2,794.33
2029	\$ 324.68	\$ 599.27	\$ 339.79	\$ 1,244.92	\$ -	\$ 171.56	\$ 112.62	\$ 2,792.84
2030	\$ 339.61	\$ 585.87	\$ 361.41	\$ 1,224.54	\$ -	\$ 168.24	\$ 114.87	\$ 2,794.54
2031	\$ 352.67	\$ 571.86	\$ 383.03	\$ 1,202.85	\$ -	\$ 164.74	\$ 117.17	\$ 2,792.33
2032	\$ 369.47	\$ 557.32	\$ 404.66	\$ 1,179.87	\$ -	\$ 161.06	\$ 119.51	\$ 2,791.88
2033	\$ 384.40	\$ 542.08	\$ 432.46	\$ 1,155.59	\$ -	\$ 157.19	\$ 121.90	\$ 2,793.61
2034	\$ 401.19	\$ 525.26	\$ 457.17	\$ 1,129.64	\$ -	\$ 153.10	\$ 124.34	\$ 2,790.70
2035	\$ 419.85	\$ 507.71	\$ 484.97	\$ 1,102.21	\$ -	\$ 148.81	\$ 126.82	\$ 2,790.38
2036	\$ 438.51	\$ 489.34	\$ 515.86	\$ 1,073.11	\$ -	\$ 144.29	\$ 129.36	\$ 2,790.47
2037	\$ 459.04	\$ 470.15	\$ 546.75	\$ 1,042.16	\$ -	\$ 139.51	\$ 131.95	\$ 2,789.57
2038	\$ 479.56	\$ 450.07	\$ 580.73	\$ 1,009.36	\$ -	\$ 134.49	\$ 134.59	\$ 2,788.79
2039	\$ 501.95	\$ 429.09	\$ 617.80	\$ 974.51	\$ -	\$ 129.18	\$ 137.28	\$ 2,789.82
2040	\$ 524.35	\$ 407.13	\$ 657.95	\$ 937.45	\$ -	\$ 123.59	\$ 140.02	\$ 2,790.49
2041	\$ 548.60	\$ 384.19	\$ 698.11	\$ 897.97	\$ -	\$ 117.67	\$ 142.83	\$ 2,789.37
2042	\$ 572.86	\$ 360.19	\$ 741.36	\$ 856.08	\$ -	\$ 111.44	\$ 145.68	\$ 2,787.61
2043	\$ 598.99	\$ 335.12	\$ 787.69	\$ 811.60	\$ -	\$ 104.87	\$ 148.60	\$ 2,786.87
2044	\$ 626.98	\$ 308.17	\$ 837.12	\$ 764.34	\$ -	\$ 97.94	\$ 151.57	\$ 2,786.10
2045	\$ 656.83	\$ 279.96	\$ 889.63	\$ 714.11	\$ -	\$ 90.62	\$ 154.60	\$ 2,785.74
2046	\$ 688.55	\$ 250.40	\$ 945.23	\$ 660.73	\$ -	\$ 82.88	\$ 157.69	\$ 2,785.49
2047	\$ 722.14	\$ 219.41	\$ 1,007.01	\$ 604.02	\$ -	\$ 74.71	\$ 160.84	\$ 2,788.15
2048	\$ 755.73	\$ 186.92	\$ 1,068.79	\$ 543.60	\$ -	\$ 66.07	\$ 164.06	\$ 2,785.17
2049	\$ 791.18	\$ 152.91	\$ 1,136.75	\$ 479.47	\$ -	\$ 56.95	\$ 167.34	\$ 2,784.60
2050	\$ 828.50	\$ 117.31	\$ 1,207.79	\$ 411.27	\$ -	\$ 47.31	\$ 170.69	\$ 2,782.87
2051	\$ 867.69	\$ 80.02	\$ 1,285.02	\$ 338.80	\$ -	\$ 37.12	\$ 174.10	\$ 2,782.76
2052	\$ 910.61	\$ 40.98	\$ 1,365.33	\$ 261.70	\$ -	\$ 26.36	\$ 177.59	\$ 2,782.56
2053	\$ -	\$ -	\$ 1,451.82	\$ 179.78	\$ -	\$ 14.98	\$ 107.56	\$ 1,754.15
2054	\$ -	\$ -	\$ 1,544.49	\$ 92.67	\$ -	\$ 7.72	\$ 109.71	\$ 1,754.60
Total	\$ 14,745.13	\$ 11,365.17	\$ 22,080.08	\$ 25,897.55	\$ 598.58	\$ 3,449.61	\$ 4,072.10	\$ 82,208.23

Footnotes:

[a] Represents the portion of the Improvement Area #2 allocable to Improvement Area #2A.

[b] Interest on the Zone 1 Remainder Area Bonds is calculated at a 3.750%, 4.125%, 4.375%, and 4.500% rate for bonds maturing 2027, 2032, 2042, and 2052 respectively.

[c] Interest on the Improvement Area #2 Bonds is calculated at a 6.00% rate for illustrative purposes.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

ELEVON PID - IMPROVEMENT AREA #2A/ZONE 1 REMAINDER AREA - LOT TYPE 9
BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF LAVON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2/ZONE 1 REMAINDER AREA LOT TYPE 9 PRINCIPAL
ASSESSMENT: \$43,346.08**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Elevon Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2/ZONE 1 REMAINDER AREA LOT TYPE 9

Due 1/31	Zone 1 Remainder Area Bonds		Improvement Area #2 Bonds ^[a]		IA#2A Reimbursement Obligation	Total Additional	Total Annual	Total Annual
	Principal	Interest ^[b]	Principal	Interest ^[c]	Principal	Interest	Collection Costs	Installment ^[d]
2025	\$ 324.19	\$ 746.76	\$ 490.16	\$ 1,342.65	\$ 693.31	\$ 213.26	\$ 120.50	\$ 3,930.83
2026	\$ 335.00	\$ 734.60	\$ 329.16	\$ 1,505.04	\$ -	\$ 209.19	\$ 122.92	\$ 3,235.91
2027	\$ 347.97	\$ 722.04	\$ 350.63	\$ 1,485.30	\$ -	\$ 205.87	\$ 125.37	\$ 3,237.17
2028	\$ 360.94	\$ 708.99	\$ 372.09	\$ 1,464.26	\$ -	\$ 202.38	\$ 127.88	\$ 3,236.53
2029	\$ 376.06	\$ 694.10	\$ 393.56	\$ 1,441.93	\$ -	\$ 198.71	\$ 130.44	\$ 3,234.81
2030	\$ 393.36	\$ 678.59	\$ 418.60	\$ 1,418.32	\$ -	\$ 194.87	\$ 133.05	\$ 3,236.78
2031	\$ 408.48	\$ 662.36	\$ 443.65	\$ 1,393.20	\$ -	\$ 190.81	\$ 135.71	\$ 3,234.21
2032	\$ 427.94	\$ 645.51	\$ 468.69	\$ 1,366.58	\$ -	\$ 186.54	\$ 138.42	\$ 3,233.69
2033	\$ 445.23	\$ 627.86	\$ 500.89	\$ 1,338.46	\$ -	\$ 182.06	\$ 141.19	\$ 3,235.69
2034	\$ 464.68	\$ 608.38	\$ 529.52	\$ 1,308.41	\$ -	\$ 177.33	\$ 144.01	\$ 3,232.33
2035	\$ 486.29	\$ 588.05	\$ 561.72	\$ 1,276.64	\$ -	\$ 172.36	\$ 146.89	\$ 3,231.95
2036	\$ 507.90	\$ 566.77	\$ 597.50	\$ 1,242.93	\$ -	\$ 167.12	\$ 149.83	\$ 3,232.06
2037	\$ 531.68	\$ 544.55	\$ 633.27	\$ 1,207.08	\$ -	\$ 161.59	\$ 152.83	\$ 3,231.01
2038	\$ 555.45	\$ 521.29	\$ 672.63	\$ 1,169.09	\$ -	\$ 155.77	\$ 155.89	\$ 3,230.12
2039	\$ 581.39	\$ 496.99	\$ 715.56	\$ 1,128.73	\$ -	\$ 149.63	\$ 159.00	\$ 3,231.30
2040	\$ 607.32	\$ 471.56	\$ 762.08	\$ 1,085.80	\$ -	\$ 143.14	\$ 162.18	\$ 3,232.08
2041	\$ 635.42	\$ 444.99	\$ 808.59	\$ 1,040.07	\$ -	\$ 136.30	\$ 165.43	\$ 3,230.79
2042	\$ 663.52	\$ 417.19	\$ 858.68	\$ 991.56	\$ -	\$ 129.08	\$ 168.74	\$ 3,228.75
2043	\$ 693.77	\$ 388.16	\$ 912.34	\$ 940.04	\$ -	\$ 121.46	\$ 172.11	\$ 3,227.89
2044	\$ 726.19	\$ 356.94	\$ 969.59	\$ 885.30	\$ -	\$ 113.43	\$ 175.55	\$ 3,227.00
2045	\$ 760.78	\$ 324.26	\$ 1,030.41	\$ 827.12	\$ -	\$ 104.96	\$ 179.06	\$ 3,226.58
2046	\$ 797.52	\$ 290.02	\$ 1,094.81	\$ 765.30	\$ -	\$ 96.00	\$ 182.65	\$ 3,226.29
2047	\$ 836.42	\$ 254.14	\$ 1,166.37	\$ 699.61	\$ -	\$ 86.54	\$ 186.30	\$ 3,229.37
2048	\$ 875.32	\$ 216.50	\$ 1,237.92	\$ 629.62	\$ -	\$ 76.52	\$ 190.02	\$ 3,225.92
2049	\$ 916.39	\$ 177.11	\$ 1,316.64	\$ 555.35	\$ -	\$ 65.96	\$ 193.82	\$ 3,225.26
2050	\$ 959.61	\$ 135.87	\$ 1,398.93	\$ 476.35	\$ -	\$ 54.79	\$ 197.70	\$ 3,223.25
2051	\$ 1,005.00	\$ 92.69	\$ 1,488.37	\$ 392.42	\$ -	\$ 43.00	\$ 201.66	\$ 3,223.13
2052	\$ 1,054.71	\$ 47.46	\$ 1,581.40	\$ 303.11	\$ -	\$ 30.53	\$ 205.69	\$ 3,222.90
2053	\$ -	\$ -	\$ 1,681.57	\$ 208.23	\$ -	\$ 17.35	\$ 124.58	\$ 2,031.74
2054	\$ -	\$ -	\$ 1,788.91	\$ 107.33	\$ -	\$ 8.94	\$ 127.07	\$ 2,032.26
Total	\$ 17,078.54	\$ 13,163.70	\$ 25,574.24	\$ 29,995.81	\$ 693.31	\$ 3,995.50	\$ 4,716.51	\$ 95,217.61

Footnotes:

[a] Represents the portion of the Improvement Area #2 allocable to Improvement Area #2A.

[b] Interest on the Zone 1 Remainder Area Bonds is calculated at a 3.750%, 4.125%, 4.375%, and 4.500% rate for bonds maturing 2027, 2032, 2042, and 2052 respectively.

[c] Interest on the Improvement Area #2 Bonds is calculated at a 6.00% rate for illustrative purposes.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**ELEVON PID - IMPROVEMENT AREA #2A/ZONE 1 REMAINDER AREA - LOT TYPE
10 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF LAVON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2A/ZONE 1 REMAINDER AREA LOT TYPE 10 PRINCIPAL
ASSESSMENT: \$46,748.24**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Elevon Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2A/ZONE 1 REMAINDER AREA LOT TYPE 10

Due 1/31	Zone 1 Remainder Area Bonds		Improvement Area #2 Bonds ^[a]		IA#2A Reimbursement Obligation	Total Additional Interest	Total Annual Collection Costs	Total Annual Installment ^[d]
	Principal	Interest ^[b]	Principal	Interest ^[c]	Principal			
2025	\$ 349.64	\$ 805.37	\$ 528.63	\$ 1,448.03	\$ 747.72	\$ 230.00	\$ 129.96	\$ 4,239.36
2026	\$ 361.29	\$ 792.26	\$ 354.99	\$ 1,623.17	\$ -	\$ 225.61	\$ 132.56	\$ 3,489.89
2027	\$ 375.28	\$ 778.71	\$ 378.15	\$ 1,601.87	\$ -	\$ 222.03	\$ 135.21	\$ 3,491.25
2028	\$ 389.27	\$ 764.64	\$ 401.30	\$ 1,579.18	\$ -	\$ 218.26	\$ 137.92	\$ 3,490.56
2029	\$ 405.58	\$ 748.58	\$ 424.45	\$ 1,555.11	\$ -	\$ 214.31	\$ 140.68	\$ 3,488.70
2030	\$ 424.23	\$ 731.85	\$ 451.46	\$ 1,529.64	\$ -	\$ 210.16	\$ 143.49	\$ 3,490.83
2031	\$ 440.55	\$ 714.35	\$ 478.47	\$ 1,502.55	\$ -	\$ 205.78	\$ 146.36	\$ 3,488.06
2032	\$ 461.52	\$ 696.18	\$ 505.48	\$ 1,473.84	\$ -	\$ 201.19	\$ 149.29	\$ 3,487.50
2033	\$ 480.17	\$ 677.14	\$ 540.21	\$ 1,443.52	\$ -	\$ 196.35	\$ 152.27	\$ 3,489.66
2034	\$ 501.15	\$ 656.13	\$ 571.08	\$ 1,411.10	\$ -	\$ 191.25	\$ 155.32	\$ 3,486.03
2035	\$ 524.46	\$ 634.21	\$ 605.81	\$ 1,376.84	\$ -	\$ 185.89	\$ 158.42	\$ 3,485.62
2036	\$ 547.77	\$ 611.26	\$ 644.39	\$ 1,340.49	\$ -	\$ 180.24	\$ 161.59	\$ 3,485.74
2037	\$ 573.41	\$ 587.30	\$ 682.98	\$ 1,301.83	\$ -	\$ 174.28	\$ 164.82	\$ 3,484.61
2038	\$ 599.05	\$ 562.21	\$ 725.42	\$ 1,260.85	\$ -	\$ 167.99	\$ 168.12	\$ 3,483.64
2039	\$ 627.02	\$ 536.00	\$ 771.73	\$ 1,217.32	\$ -	\$ 161.37	\$ 171.48	\$ 3,484.92
2040	\$ 654.99	\$ 508.57	\$ 821.89	\$ 1,171.02	\$ -	\$ 154.38	\$ 174.91	\$ 3,485.76
2041	\$ 685.29	\$ 479.91	\$ 872.05	\$ 1,121.71	\$ -	\$ 146.99	\$ 178.41	\$ 3,484.37
2042	\$ 715.60	\$ 449.93	\$ 926.07	\$ 1,069.38	\$ -	\$ 139.21	\$ 181.98	\$ 3,482.17
2043	\$ 748.23	\$ 418.62	\$ 983.95	\$ 1,013.82	\$ -	\$ 131.00	\$ 185.62	\$ 3,481.24
2044	\$ 783.19	\$ 384.95	\$ 1,045.69	\$ 954.78	\$ -	\$ 122.34	\$ 189.33	\$ 3,480.29
2045	\$ 820.49	\$ 349.71	\$ 1,111.29	\$ 892.04	\$ -	\$ 113.19	\$ 193.12	\$ 3,479.83
2046	\$ 860.11	\$ 312.79	\$ 1,180.74	\$ 825.36	\$ -	\$ 103.53	\$ 196.98	\$ 3,479.52
2047	\$ 902.07	\$ 274.08	\$ 1,257.91	\$ 754.52	\$ -	\$ 93.33	\$ 200.92	\$ 3,482.83
2048	\$ 944.03	\$ 233.49	\$ 1,335.09	\$ 679.04	\$ -	\$ 82.53	\$ 204.94	\$ 3,479.11
2049	\$ 988.31	\$ 191.01	\$ 1,419.98	\$ 598.94	\$ -	\$ 71.13	\$ 209.04	\$ 3,478.41
2050	\$ 1,034.93	\$ 146.53	\$ 1,508.73	\$ 513.74	\$ -	\$ 59.09	\$ 213.22	\$ 3,476.24
2051	\$ 1,083.88	\$ 99.96	\$ 1,605.19	\$ 423.22	\$ -	\$ 46.37	\$ 217.48	\$ 3,476.11
2052	\$ 1,137.49	\$ 51.19	\$ 1,705.52	\$ 326.90	\$ -	\$ 32.93	\$ 221.83	\$ 3,475.86
2053	\$ -	\$ -	\$ 1,813.56	\$ 224.57	\$ -	\$ 18.71	\$ 134.36	\$ 2,191.20
2054	\$ -	\$ -	\$ 1,929.32	\$ 115.76	\$ -	\$ 9.65	\$ 137.05	\$ 2,191.77
Total	\$ 18,419.00	\$ 14,196.90	\$ 27,581.52	\$ 32,350.14	\$ 747.72	\$ 4,309.11	\$ 5,086.70	\$ 102,691.09

Footnotes:

[a] Represents the portion of the Improvement Area #2 allocable to Improvement Area #2A.

[b] Interest on the Zone 1 Remainder Area Bonds is calculated at a 3.750%, 4.125%, 4.375%, and 4.500% rate for bonds maturing 2027, 2032, 2042, and 2052 respectively.

[c] Interest on the Improvement Area #2 Bonds is calculated at a 6.00% rate for illustrative purposes.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**ELEVON PID - IMPROVEMENT AREA #2A/ZONE 1 REMAINDER AREA - LOT TYPE
11 BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF LAVON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2A/ZONE 1 REMAINDER AREA LOT TYPE 11 PRINCIPAL
ASSESSMENT: \$56,072.69**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Elevon Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2A/ZONE 1 REMAINDER AREA LOT TYPE 11

Due 1/31	Zone 1 Remainder Area Bonds		Improvement Area #2 Bonds ^[a]		IA#2A Reimbursement Obligation	Total Additional	Total Annual	Total Annual
	Principal	Interest ^[b]	Principal	Interest ^[c]	Principal	Interest	Collection Costs	Installment ^[d]
2025	\$ 419.38	\$ 966.01	\$ 634.07	\$ 1,736.86	\$ 896.86	\$ 275.88	\$ 155.89	\$ 5,084.94
2026	\$ 433.36	\$ 950.28	\$ 425.80	\$ 1,946.93	\$ -	\$ 270.61	\$ 159.00	\$ 4,185.99
2027	\$ 450.13	\$ 934.03	\$ 453.57	\$ 1,921.38	\$ -	\$ 266.32	\$ 162.18	\$ 4,187.62
2028	\$ 466.91	\$ 917.15	\$ 481.34	\$ 1,894.17	\$ -	\$ 261.80	\$ 165.43	\$ 4,186.79
2029	\$ 486.48	\$ 897.89	\$ 509.11	\$ 1,865.29	\$ -	\$ 257.06	\$ 168.74	\$ 4,184.56
2030	\$ 508.85	\$ 877.82	\$ 541.51	\$ 1,834.74	\$ -	\$ 252.08	\$ 172.11	\$ 4,187.11
2031	\$ 528.42	\$ 856.83	\$ 573.91	\$ 1,802.25	\$ -	\$ 246.83	\$ 175.55	\$ 4,183.79
2032	\$ 553.58	\$ 835.04	\$ 606.30	\$ 1,767.82	\$ -	\$ 241.31	\$ 179.06	\$ 4,183.12
2033	\$ 575.95	\$ 812.20	\$ 647.96	\$ 1,731.44	\$ -	\$ 235.52	\$ 182.65	\$ 4,185.71
2034	\$ 601.11	\$ 787.00	\$ 684.99	\$ 1,692.56	\$ -	\$ 229.40	\$ 186.30	\$ 4,181.35
2035	\$ 629.07	\$ 760.70	\$ 726.64	\$ 1,651.46	\$ -	\$ 222.97	\$ 190.02	\$ 4,180.87
2036	\$ 657.03	\$ 733.18	\$ 772.92	\$ 1,607.86	\$ -	\$ 216.19	\$ 193.82	\$ 4,181.01
2037	\$ 687.78	\$ 704.44	\$ 819.21	\$ 1,561.49	\$ -	\$ 209.04	\$ 197.70	\$ 4,179.65
2038	\$ 718.54	\$ 674.35	\$ 870.12	\$ 1,512.34	\$ -	\$ 201.50	\$ 201.65	\$ 4,178.49
2039	\$ 752.09	\$ 642.91	\$ 925.66	\$ 1,460.13	\$ -	\$ 193.56	\$ 205.69	\$ 4,180.03
2040	\$ 785.64	\$ 610.01	\$ 985.82	\$ 1,404.59	\$ -	\$ 185.17	\$ 209.80	\$ 4,181.03
2041	\$ 821.98	\$ 575.64	\$ 1,045.99	\$ 1,345.44	\$ -	\$ 176.31	\$ 214.00	\$ 4,179.36
2042	\$ 858.33	\$ 539.67	\$ 1,110.79	\$ 1,282.68	\$ -	\$ 166.97	\$ 218.28	\$ 4,176.72
2043	\$ 897.47	\$ 502.12	\$ 1,180.21	\$ 1,216.03	\$ -	\$ 157.13	\$ 222.64	\$ 4,175.61
2044	\$ 939.41	\$ 461.74	\$ 1,254.26	\$ 1,145.22	\$ -	\$ 146.74	\$ 227.10	\$ 4,174.47
2045	\$ 984.14	\$ 419.46	\$ 1,332.95	\$ 1,069.97	\$ -	\$ 135.77	\$ 231.64	\$ 4,173.92
2046	\$ 1,031.67	\$ 375.18	\$ 1,416.25	\$ 989.99	\$ -	\$ 124.19	\$ 236.27	\$ 4,173.55
2047	\$ 1,082.00	\$ 328.75	\$ 1,508.82	\$ 905.01	\$ -	\$ 111.95	\$ 241.00	\$ 4,177.52
2048	\$ 1,132.32	\$ 280.06	\$ 1,601.39	\$ 814.48	\$ -	\$ 98.99	\$ 245.82	\$ 4,173.06
2049	\$ 1,185.44	\$ 229.11	\$ 1,703.21	\$ 718.40	\$ -	\$ 85.32	\$ 250.73	\$ 4,172.22
2050	\$ 1,241.36	\$ 175.76	\$ 1,809.66	\$ 616.21	\$ -	\$ 70.88	\$ 255.75	\$ 4,169.62
2051	\$ 1,300.07	\$ 119.90	\$ 1,925.37	\$ 507.63	\$ -	\$ 55.62	\$ 260.86	\$ 4,169.46
2052	\$ 1,364.38	\$ 61.40	\$ 2,045.70	\$ 392.11	\$ -	\$ 39.50	\$ 266.08	\$ 4,169.16
2053	\$ -	\$ -	\$ 2,175.29	\$ 269.37	\$ -	\$ 22.45	\$ 161.16	\$ 2,628.26
2054	\$ -	\$ -	\$ 2,314.14	\$ 138.85	\$ -	\$ 11.57	\$ 164.38	\$ 2,628.94
Total	\$ 22,092.87	\$ 17,028.63	\$ 33,082.96	\$ 38,802.72	\$ 896.86	\$ 5,168.60	\$ 6,101.30	\$ 123,173.94

Footnotes:

[a] Represents the portion of the Improvement Area #2 allocable to Improvement Area #2A.

[b] Interest on the Zone 1 Remainder Area Bonds is calculated at a 3.750%, 4.125%, 4.375%, and 4.500% rate for bonds maturing 2027, 2032, 2042, and 2052 respectively.

[c] Interest on the Improvement Area #2 Bonds is calculated at a 6.00% rate for illustrative purposes.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

ELEVON PID - IMPROVEMENT AREA #2B/ZONE 1 REMAINDER AREA POD 2B-2
BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF LAVON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2B/ZONE 1 REMAINDER AREA POD 2B-2 PRINCIPAL
ASSESSMENT: \$7,926,807**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Elevon Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2B/ZONE 1 REMAINDER AREA POD 2B-2

Due 1/31	Zone 1 Remainder Area Bonds		Improvement Area #2 Bonds ^[a]		IA#2B Reimbursement Obligation	Additional Interest	Annual Collection Costs	Total Annual Installment ^[d]
	Principal	Interest ^[b]	Principal	Interest ^[c]	Principal			
2025	\$ 59,388	\$ 136,795	\$ 92,000	\$ 245,963	113,257	\$ 39,068	\$ 28,967	\$ 715,437
2026	\$ 61,367	\$ 134,568	\$ 62,000	\$ 275,580	-	\$ 38,311	\$ 29,546	\$ 601,373
2027	\$ 63,743	\$ 132,267	\$ 66,000	\$ 271,860	\$ -	\$ 37,694	\$ 30,137	\$ 601,701
2028	\$ 66,118	\$ 129,877	\$ 70,000	\$ 267,900	\$ -	\$ 37,045	\$ 30,740	\$ 601,680
2029	\$ 68,890	\$ 127,149	\$ 74,000	\$ 263,700	\$ -	\$ 36,365	\$ 31,354	\$ 601,458
2030	\$ 72,057	\$ 124,308	\$ 78,000	\$ 259,260	\$ -	\$ 35,650	\$ 31,982	\$ 601,257
2031	\$ 74,829	\$ 121,335	\$ 83,000	\$ 254,580	\$ -	\$ 34,900	\$ 32,621	\$ 601,265
2032	\$ 78,392	\$ 118,249	\$ 87,000	\$ 249,600	\$ -	\$ 34,111	\$ 33,274	\$ 600,625
2033	\$ 81,559	\$ 115,015	\$ 93,000	\$ 244,380	\$ -	\$ 33,284	\$ 33,939	\$ 601,177
2034	\$ 85,123	\$ 111,447	\$ 98,000	\$ 238,800	\$ -	\$ 32,411	\$ 34,618	\$ 600,398
2035	\$ 89,082	\$ 107,723	\$ 104,000	\$ 232,920	\$ -	\$ 31,495	\$ 35,310	\$ 600,530
2036	\$ 93,041	\$ 103,825	\$ 110,000	\$ 226,680	\$ -	\$ 30,530	\$ 36,016	\$ 600,093
2037	\$ 97,396	\$ 99,755	\$ 117,000	\$ 220,080	\$ -	\$ 29,515	\$ 36,737	\$ 600,482
2038	\$ 101,751	\$ 95,494	\$ 124,000	\$ 213,060	\$ -	\$ 28,443	\$ 37,472	\$ 600,219
2039	\$ 106,502	\$ 91,042	\$ 132,000	\$ 205,620	\$ -	\$ 27,314	\$ 38,221	\$ 600,699
2040	\$ 111,253	\$ 86,383	\$ 140,000	\$ 197,700	\$ -	\$ 26,122	\$ 38,985	\$ 600,443
2041	\$ 116,400	\$ 81,515	\$ 148,000	\$ 189,300	\$ -	\$ 24,865	\$ 39,765	\$ 599,846
2042	\$ 121,547	\$ 76,423	\$ 157,000	\$ 180,420	\$ -	\$ 23,543	\$ 40,560	\$ 599,493
2043	\$ 127,090	\$ 71,105	\$ 167,000	\$ 171,000	\$ -	\$ 22,151	\$ 41,372	\$ 599,717
2044	\$ 133,029	\$ 65,386	\$ 177,000	\$ 160,980	\$ -	\$ 20,680	\$ 42,199	\$ 599,274
2045	\$ 139,363	\$ 59,400	\$ 188,000	\$ 150,360	\$ -	\$ 19,130	\$ 43,043	\$ 599,296
2046	\$ 146,094	\$ 53,128	\$ 200,000	\$ 139,080	\$ -	\$ 17,493	\$ 43,904	\$ 599,699
2047	\$ 153,221	\$ 46,554	\$ 212,000	\$ 127,080	\$ -	\$ 15,763	\$ 44,782	\$ 599,399
2048	\$ 160,347	\$ 39,659	\$ 226,000	\$ 114,360	\$ -	\$ 13,937	\$ 45,678	\$ 599,980
2049	\$ 167,870	\$ 32,444	\$ 240,000	\$ 100,800	\$ -	\$ 12,005	\$ 46,591	\$ 599,709
2050	\$ 175,788	\$ 24,889	\$ 254,000	\$ 86,400	\$ -	\$ 9,965	\$ 47,523	\$ 598,566
2051	\$ 184,102	\$ 16,979	\$ 270,000	\$ 71,160	\$ -	\$ 7,817	\$ 48,473	\$ 598,531
2052	\$ 193,208	\$ 8,694	\$ 287,000	\$ 54,960	\$ -	\$ 5,546	\$ 49,443	\$ 598,852
2053	\$ -	\$ -	\$ 305,000	\$ 37,740	\$ -	\$ 3,145	\$ 34,820	\$ 380,705
2054	\$ -	\$ -	\$ 324,000	\$ 19,440	\$ -	\$ 1,620	\$ 35,517	\$ 380,577
Total	\$ 3,128,549	\$ 2,411,407	\$ 4,685,000	\$ 5,470,763	\$ 113,257	\$ 729,916	\$ 1,143,589	\$ 17,682,481

Footnotes:

[a] Represents the portion of the Improvement Area #2 allocable to Improvement Area #2B.

[b] Interest on the Zone 1 Remainder Area Bonds is calculated at a 3.750%, 4.125%, 4.375%, and 4.500% rate for bonds maturing 2027, 2032, 2042, and 2052 respectively.

[c] Interest on the Improvement Area #2 Bonds is calculated at a 6.00% rate for illustrative purposes.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

ELEVON PID - IMPROVEMENT AREA #2B/ZONE 1 REMAINDER AREA LOT TYPE 12
BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF LAVON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2B/ZONE 1 REMAINDER AREA LOY TYPE 12 PRINCIPAL
ASSESSMENT: \$37,359.74**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Elevon Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2B/ZONE 1 REMAINDER AREA LOT TYPE 12

Due 1/31	Zone 1 Remainder Area Bonds		Improvement Area #2 Bonds ^[a]		IA#2B Reimbursement Obligation	Additional Interest	Annual Collection		Total Annual Installment ^[d]
	Principal	Interest ^[b]	Principal	Interest ^[c]	Principal		Costs		
2025	\$ 279.90	\$ 644.73	\$ 433.60	\$ 1,159.24	\$ 533.79	\$ 184.13	\$ 136.52	\$ 3,371.92	
2026	\$ 289.23	\$ 634.23	\$ 292.21	\$ 1,298.83	\$ -	\$ 180.56	\$ 139.25	\$ 2,834.32	
2027	\$ 300.43	\$ 623.39	\$ 311.06	\$ 1,281.30	\$ -	\$ 177.66	\$ 142.04	\$ 2,835.87	
2028	\$ 311.62	\$ 612.12	\$ 329.92	\$ 1,262.64	\$ -	\$ 174.60	\$ 144.88	\$ 2,835.77	
2029	\$ 324.68	\$ 599.27	\$ 348.77	\$ 1,242.84	\$ -	\$ 171.39	\$ 147.78	\$ 2,834.73	
2030	\$ 339.61	\$ 585.87	\$ 367.62	\$ 1,221.92	\$ -	\$ 168.02	\$ 150.73	\$ 2,833.78	
2031	\$ 352.67	\$ 571.86	\$ 391.19	\$ 1,199.86	\$ -	\$ 164.49	\$ 153.75	\$ 2,833.82	
2032	\$ 369.47	\$ 557.32	\$ 410.04	\$ 1,176.39	\$ -	\$ 160.77	\$ 156.82	\$ 2,830.80	
2033	\$ 384.40	\$ 542.08	\$ 438.32	\$ 1,151.78	\$ -	\$ 156.87	\$ 159.96	\$ 2,833.40	
2034	\$ 401.19	\$ 525.26	\$ 461.88	\$ 1,125.49	\$ -	\$ 152.76	\$ 163.16	\$ 2,829.73	
2035	\$ 419.85	\$ 507.71	\$ 490.16	\$ 1,097.77	\$ -	\$ 148.44	\$ 166.42	\$ 2,830.35	
2036	\$ 438.51	\$ 489.34	\$ 518.44	\$ 1,068.36	\$ -	\$ 143.89	\$ 169.75	\$ 2,828.29	
2037	\$ 459.04	\$ 470.15	\$ 551.43	\$ 1,037.26	\$ -	\$ 139.11	\$ 173.14	\$ 2,830.13	
2038	\$ 479.56	\$ 450.07	\$ 584.42	\$ 1,004.17	\$ -	\$ 134.05	\$ 176.61	\$ 2,828.89	
2039	\$ 501.95	\$ 429.09	\$ 622.13	\$ 969.11	\$ -	\$ 128.73	\$ 180.14	\$ 2,831.15	
2040	\$ 524.35	\$ 407.13	\$ 659.83	\$ 931.78	\$ -	\$ 123.11	\$ 183.74	\$ 2,829.94	
2041	\$ 548.60	\$ 384.19	\$ 697.54	\$ 892.19	\$ -	\$ 117.19	\$ 187.42	\$ 2,827.13	
2042	\$ 572.86	\$ 360.19	\$ 739.95	\$ 850.34	\$ -	\$ 110.96	\$ 191.16	\$ 2,825.47	
2043	\$ 598.99	\$ 335.12	\$ 787.09	\$ 805.94	\$ -	\$ 104.40	\$ 194.99	\$ 2,826.52	
2044	\$ 626.98	\$ 308.17	\$ 834.22	\$ 758.71	\$ -	\$ 97.47	\$ 198.89	\$ 2,824.43	
2045	\$ 656.83	\$ 279.96	\$ 886.06	\$ 708.66	\$ -	\$ 90.16	\$ 202.87	\$ 2,824.54	
2046	\$ 688.55	\$ 250.40	\$ 942.62	\$ 655.50	\$ -	\$ 82.45	\$ 206.92	\$ 2,826.44	
2047	\$ 722.14	\$ 219.41	\$ 999.17	\$ 598.94	\$ -	\$ 74.29	\$ 211.06	\$ 2,825.02	
2048	\$ 755.73	\$ 186.92	\$ 1,065.16	\$ 538.99	\$ -	\$ 65.68	\$ 215.28	\$ 2,827.76	
2049	\$ 791.18	\$ 152.91	\$ 1,131.14	\$ 475.08	\$ -	\$ 56.58	\$ 219.59	\$ 2,826.48	
2050	\$ 828.50	\$ 117.31	\$ 1,197.12	\$ 407.21	\$ -	\$ 46.97	\$ 223.98	\$ 2,821.09	
2051	\$ 867.69	\$ 80.02	\$ 1,272.53	\$ 335.38	\$ -	\$ 36.84	\$ 228.46	\$ 2,820.93	
2052	\$ 910.61	\$ 40.98	\$ 1,352.66	\$ 259.03	\$ -	\$ 26.14	\$ 233.03	\$ 2,822.44	
2053	\$ -	\$ -	\$ 1,437.49	\$ 177.87	\$ -	\$ 14.82	\$ 164.11	\$ 1,794.30	
2054	\$ -	\$ -	\$ 1,527.04	\$ 91.62	\$ -	\$ 7.64	\$ 167.39	\$ 1,793.69	
Total	\$ 14,745.13	\$ 11,365.17	\$ 22,080.82	\$ 25,784.19	\$ 533.79	\$ 3,440.16	\$ 5,389.84	\$ 83,339.10	

Footnotes:

[a] Represents the portion of the Improvement Area #2 allocable to Improvement Area #2B.

[b] Interest on the Zone 1 Remainder Area Bonds is calculated at a 3.750%, 4.125%, 4.375%, and 4.500% rate for bonds maturing 2027, 2032, 2042, and 2052 respectively.

[c] Interest on the Improvement Area #2 Bonds is calculated at a 6.00% rate for illustrative purposes.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

ELEVON PID - IMPROVEMENT AREA #2B/ZONE 1 REMAINDER AREA LOT TYPE 13
BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF LAVON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2B/ZONE 1 REMAINDER AREA LOT TYPE 13 PRINCIPAL
ASSESSMENT: \$46,668.23**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Lavon, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Elevon Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lavon. The exact amount of each annual installment will be approved each year by the Lavon City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Lavon.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2B/ZONE 1 REMAINDER AREA LOT TYPE 13

Due 1/31	Zone 1 Remainder Area Bonds		Improvement Area #2 Bonds ^[a]		IA#2B Reimbursement Obligation	Additional Interest	Annual Collection Costs	Total Annual Installment ^[d]
	Principal	Interest ^[b]	Principal	Interest ^[c]	Principal			
2025	\$ 349.64	\$ 805.37	\$ 541.64	\$ 1,448.08	\$ 666.79	\$ 230.01	\$ 170.54	\$ 4,212.06
2026	\$ 361.29	\$ 792.26	\$ 365.02	\$ 1,622.45	\$ -	\$ 225.55	\$ 173.95	\$ 3,540.52
2027	\$ 375.28	\$ 778.71	\$ 388.57	\$ 1,600.55	\$ -	\$ 221.92	\$ 177.43	\$ 3,542.45
2028	\$ 389.27	\$ 764.64	\$ 412.12	\$ 1,577.23	\$ -	\$ 218.10	\$ 180.98	\$ 3,542.33
2029	\$ 405.58	\$ 748.58	\$ 435.67	\$ 1,552.51	\$ -	\$ 214.09	\$ 184.60	\$ 3,541.02
2030	\$ 424.23	\$ 731.85	\$ 459.22	\$ 1,526.37	\$ -	\$ 209.89	\$ 188.29	\$ 3,539.83
2031	\$ 440.55	\$ 714.35	\$ 488.65	\$ 1,498.81	\$ -	\$ 205.47	\$ 192.05	\$ 3,539.88
2032	\$ 461.52	\$ 696.18	\$ 512.20	\$ 1,469.49	\$ -	\$ 200.82	\$ 195.89	\$ 3,536.11
2033	\$ 480.17	\$ 677.14	\$ 547.53	\$ 1,438.76	\$ -	\$ 195.95	\$ 199.81	\$ 3,539.37
2034	\$ 501.15	\$ 656.13	\$ 576.96	\$ 1,405.91	\$ -	\$ 190.82	\$ 203.81	\$ 3,534.78
2035	\$ 524.46	\$ 634.21	\$ 612.29	\$ 1,371.29	\$ -	\$ 185.43	\$ 207.89	\$ 3,535.56
2036	\$ 547.77	\$ 611.26	\$ 647.61	\$ 1,334.55	\$ -	\$ 179.74	\$ 212.04	\$ 3,532.98
2037	\$ 573.41	\$ 587.30	\$ 688.83	\$ 1,295.70	\$ -	\$ 173.77	\$ 216.28	\$ 3,535.28
2038	\$ 599.05	\$ 562.21	\$ 730.04	\$ 1,254.37	\$ -	\$ 167.45	\$ 220.61	\$ 3,533.73
2039	\$ 627.02	\$ 536.00	\$ 777.14	\$ 1,210.57	\$ -	\$ 160.81	\$ 225.02	\$ 3,536.55
2040	\$ 654.99	\$ 508.57	\$ 824.24	\$ 1,163.94	\$ -	\$ 153.79	\$ 229.52	\$ 3,535.04
2041	\$ 685.29	\$ 479.91	\$ 871.33	\$ 1,114.48	\$ -	\$ 146.39	\$ 234.11	\$ 3,531.53
2042	\$ 715.60	\$ 449.93	\$ 924.32	\$ 1,062.20	\$ -	\$ 138.61	\$ 238.79	\$ 3,529.45
2043	\$ 748.23	\$ 418.62	\$ 983.19	\$ 1,006.74	\$ -	\$ 130.41	\$ 243.57	\$ 3,530.77
2044	\$ 783.19	\$ 384.95	\$ 1,042.07	\$ 947.75	\$ -	\$ 121.75	\$ 248.44	\$ 3,528.16
2045	\$ 820.49	\$ 349.71	\$ 1,106.83	\$ 885.23	\$ -	\$ 112.63	\$ 253.41	\$ 3,528.29
2046	\$ 860.11	\$ 312.79	\$ 1,177.48	\$ 818.82	\$ -	\$ 102.99	\$ 258.48	\$ 3,530.67
2047	\$ 902.07	\$ 274.08	\$ 1,248.13	\$ 748.17	\$ -	\$ 92.80	\$ 263.65	\$ 3,528.90
2048	\$ 944.03	\$ 233.49	\$ 1,330.55	\$ 673.28	\$ -	\$ 82.05	\$ 268.92	\$ 3,532.32
2049	\$ 988.31	\$ 191.01	\$ 1,412.97	\$ 593.45	\$ -	\$ 70.68	\$ 274.30	\$ 3,530.72
2050	\$ 1,034.93	\$ 146.53	\$ 1,495.40	\$ 508.67	\$ -	\$ 58.67	\$ 279.79	\$ 3,523.99
2051	\$ 1,083.88	\$ 99.96	\$ 1,589.60	\$ 418.95	\$ -	\$ 46.02	\$ 285.38	\$ 3,523.79
2052	\$ 1,137.49	\$ 51.19	\$ 1,689.68	\$ 323.57	\$ -	\$ 32.65	\$ 291.09	\$ 3,525.68
2053	\$ -	\$ -	\$ 1,795.66	\$ 222.19	\$ -	\$ 18.52	\$ 205.00	\$ 2,241.36
2054	\$ -	\$ -	\$ 1,907.52	\$ 114.45	\$ -	\$ 9.54	\$ 209.10	\$ 2,240.61
Total	\$ 18,419.00	\$ 14,196.90	\$ 27,582.44	\$ 32,208.53	\$ 666.79	\$ 4,297.31	\$ 6,732.76	\$ 104,103.73

Footnotes:

[a] Represents the portion of the Improvement Area #2 allocable to Improvement Area #2B.

[b] Interest on the Zone 1 Remainder Area Bonds is calculated at a 3.750%, 4.125%, 4.375%, and 4.500% rate for bonds maturing 2027, 2032, 2042, and 2052 respectively.

[c] Interest on the Improvement Area #2 Bonds is calculated at a 6.00% rate for illustrative purposes.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

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APPENDIX D

FORM OF OPINION OF BOND COUNSEL

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PROPOSED FORM OF OPINION OF BOND COUNSEL

*AN OPINION IN SUBSTANTIALLY THE FOLLOWING FORM WILL BE DELIVERED BY MCCALL,
PARKHURST & HORTON L.L.P., BOND COUNSEL, UPON THE DELIVERY OF THE BONDS,
ASSUMING NO MATERIAL CHANGES IN FACTS OR LAW.*

[ISSUE DATE]

**CITY OF LAVON, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(ELEVON PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2A-2B PROJECT)**

IN THE AGGREGATE PRINCIPAL AMOUNT OF \$_____

AS BOND COUNSEL for the City of Lavon, Texas (the "Issuer"), we have examined into the legality and validity of the issue of the bonds described above (the "Bonds"), which bear interest from the date specified in the text of the Bonds, until maturity or prior redemption, at the rates and payable on the dates as stated in the text of the Bonds, and maturing and subject to redemption on the dates specified in the text of the Bonds, all in accordance with the Ordinance authorizing the issuance of the Bonds (the "Bond Ordinance") and the Trust Indenture (as defined below).

WE HAVE EXAMINED the applicable and pertinent provisions of the Constitution and laws of the State of Texas, and have examined and relied upon a transcript of certified proceedings of the Issuer and other pertinent instruments furnished by the Issuer relating to the authorization, issuance and delivery of the Bonds; and we have examined various certificates and documents executed by officers and officials of the Issuer upon which certificates and documents we rely as to certain matters stated below. We have also examined one executed Bond which we found to be in proper form and duly executed.

BASED ON SAID EXAMINATION, IT IS OUR OPINION that the Bonds have been duly authorized, and have been duly issued and delivered, all in accordance with law, and that, except as may be limited by laws relating to governmental immunity, bankruptcy, reorganization, and other similar matters affecting creditors' rights or by general principles of equity which permit the exercise of judicial discretion, (i) the Bonds constitute valid and legally binding obligations of the Issuer which are payable as to principal and interest from the sources provided in the Bond Ordinance and the Indenture of Trust for the Bonds between the Issuer and Wilmington Trust, National Association, dated as of November 1, 2024 (the "Trust Indenture"), (ii) the covenants and agreements in the Trust Indenture constitute valid and binding obligations of the Issuer, (iii) the Bonds constitute valid and legally binding special obligations of the Issuer secured as Bonds, on a parity with other

outstanding bonds, under the Trust Indenture, and (iv) the Bonds are payable in accordance with the priorities established in the Trust Indenture from the sources provided therein.

THE ISSUER has also reserved the right, subject to the restrictions stated in the Trust Indenture, to amend the Trust Indenture in the manner provided therein; and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in principal amount of all outstanding bonds affected by such amendment and secured by the Trust Indenture.

THE REGISTERED OWNERS of the Bonds shall never have the right to demand payment of the principal thereof or interest thereon out of any funds raised or to be raised by taxation, or from any source whatsoever other than specified in the Trust Indenture.

IT IS FURTHER OUR OPINION, except as discussed below, that the interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes under the statutes, regulations, published rulings, and court decisions existing on the date of this opinion. We are further of the opinion that the Bonds are not "specified private activity bonds" and that, accordingly, interest on the Bonds will not be included as an individual or corporate alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). In expressing the aforementioned opinions, we have relied on certain representations, the accuracy of which we have not independently verified, and assume compliance by the Issuer with certain covenants, regarding the use and investment of the proceeds of the Bonds and the use of the property financed and refinanced therewith. In expressing the aforementioned opinions, we have relied on certain representations and covenants regarding the use and investment of the proceeds of the Bonds. We call your attention to the fact that if such representations are determined to be inaccurate or upon a failure by the Issuer to comply with such covenants, interest on the Bonds may become includable in gross income retroactively to the date of issuance of the Bonds.

EXCEPT AS STATED ABOVE, we express no opinion as to any other federal, state, or local tax consequences of acquiring, carrying, owning, or disposing of the Bonds, including the amount, accrual or receipt of interest on, the Bonds. Owners of the Bonds should consult their tax advisors regarding the applicability of any collateral tax consequences of owning the Bonds.

WE CALL YOUR ATTENTION TO THE FACT that the interest on tax-exempt obligations, such as the Bonds, may be includable in a corporation's adjusted financial statement income for purposes of determining the alternative minimum tax imposed on certain corporations by section 55 of the Code.

OUR OPINIONS ARE BASED ON EXISTING LAW, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, our opinions are not a

guarantee of result and are not binding on the Internal Revenue Service (the "Service"); rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the Issuer as the taxpayer. We observe that the Issuer has covenanted not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Bonds as includable in gross income for federal income tax purposes.

WE EXPRESS NO OPINION as to any insurance policies issued with respect to the payments due for the principal of and interest on the Bonds, nor as to any such insurance policies issued in the future.

OUR SOLE ENGAGEMENT in connection with the issuance of the Bonds is as Bond Counsel for the Issuer, and, in that capacity, we have been engaged by the Issuer for the sole purpose of rendering our opinions with respect to the legality and validity of the Bonds under the Constitution and laws of the State of Texas, and with respect to the exclusion from gross income of the interest on the Bonds for federal income tax purposes, and for no other reason or purpose. The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result. We have not been requested to investigate or verify, and have not independently investigated or verified, any records, data, or other material relating to the financial condition or capabilities of the Issuer, or the disclosure thereof in connection with the sale of the Bonds, and have not assumed any responsibility with respect thereto. We express no opinion and make no comment with respect to the marketability of the Bonds. Our role in connection with the Issuer's Limited Offering Memorandum prepared for use in connection with the sale of the Bonds has been limited as described therein.

Respectfully,

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APPENDIX E-1

FORM OF DISCLOSURE AGREEMENT OF ISSUER

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**CITY OF LAVON, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(ELEVON PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2A-2B PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of November 1, 2024 (this “Disclosure Agreement”) is executed and delivered by and between the City of Lavon, Texas (the “Issuer”), P3Works, LLC, (the “Administrator”), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (in such capacity, the “Dissemination Agent”) with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2024 (Elevon Public Improvement District Improvement Area #2A-2B 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, 2024, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, as amended or supplemented, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall have the meaning assigned to such term in the Indenture. The current Administrator is P3Works, LLC.

“Affiliate” shall have the meaning assigned to such term in Section 22 of this Disclosure Agreement.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“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” means, collectively, the Improvement Area #2A Annual Installment and the Improvement Area #2B Annual Installment.

“Annual Service Plan Update” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Assessments” means, collectively, the Improvement Area #2A Assessments and the Improvement Area #2B Assessments.

“Audited Financial Statements” shall mean the audited financial statements of the Issuer that have been prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer and that have been audited by an independent certified public accountant.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer or the Trustee or any national holiday observed by the Trustee.

“Disclosure Agreement of Master Developer” shall mean the Continuing Disclosure Agreement of the Master Developer dated as of November 1, 2024, executed and delivered by the Master Developer, the Administrator, and the Dissemination Agent, relating to the Bonds.

“Disclosure Representative” shall mean the City Administrator of the Issuer or his or her designee, 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 HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., 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 Eleven Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System 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.

“Fiscal Year” shall mean the Issuer’s fiscal year, currently the calendar year from October 1 through September 30.

“Foreclosure Proceeds” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #2A” means that portion of the District generally described in Section II of the Service and Assessment Plan and depicted in Exhibit A-2 to the Service and Assessment Plan and as specifically described in Exhibit N-6 to the Service and Assessment Plan.

“Improvement Area #2A Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #2A Assessments” means the aggregate assessments levied against Improvement Area #2A Assessed Property based on the special benefit conferred on such Parcels by the Improvement Area #2A Improvements.

“Improvement Area #2A Improvements” means the Authorized Improvements which only benefit property located in the Improvement Area #2A and are described in Section III.D., shown on Exhibit B-3 and depicted on Exhibit K-3 to the Service and Assessment Plan.

“Improvement Area #2B” means that portion of the District generally described in Section II of the Service and Assessment Plan and depicted in Exhibit A-2 to the Service and Assessment Plan and as specifically described in Exhibit N-7 to the Service and Assessment Plan.

“Improvement Area #2B Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #2B Assessments” means the aggregate assessments levied against Improvement Area #2B Assessed Property based on the special benefit conferred on such Parcels by the Improvement Area #2B Improvements.

“Improvement Area #2B Improvements” means the Authorized Improvements which only benefit property located in the Improvement Area #2B and are described in Section III.E., shown on Exhibit B-3 and depicted on Exhibit K-3 to the Service and Assessment Plan.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“Master Developer” shall mean MA Elevon 429, LLC, a Texas limited liability company, and its successors and assigns.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reporting 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 FMSbonds, Inc. and its successors and assigns.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“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.

“Trustee” shall mean Wilmington Trust, National Association, Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place.

SECTION 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) Commencing with the Fiscal Year ending September 30, 2024, the Issuer shall provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB (i) not later than six (6) months after the end of the Issuer’s Fiscal Year, its Annual Financial Information and (ii) not later than twelve (12) months after the end of the Issuer’s Fiscal Year, its Audited Financial Statements. In each case, the Annual Financial Information and the Audited Financial Statements, as applicable, 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. If the Issuer’s Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide the Annual Financial Information or Audited Financial Statements, as applicable, pursuant to Section 4 of this Disclosure Agreement. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) Upon delivery by the Issuer of the Annual Financial Information or the Audited Financial Statements, as applicable, to the Dissemination Agent together, with written instructions to file such information or financial statements, as applicable, with the MSRB, the Dissemination Agent shall:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Financial Information or the Audited Financial Statements, as applicable, on the respective dates required in subsection (a); and

(ii) file the Annual Financial Information or the Audited Financial Statements, as applicable, on the respective dates required, containing or incorporating by reference the information set forth in Section 4 hereof;

(c) If the Issuer has provided the Dissemination Agent with the completed Annual Financial Information or the Audited Financial Statements, as applicable, together with written instructions to file such financial information or financial statements with the MSRB and the Dissemination Agent has filed such financial information or financial statements with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Financial Information or the Audited Financial Statements, as applicable, has been provided pursuant to this

Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which such financial information or financial statements shall include a filing receipt from the MSRB.

SECTION 4. Content and Timing of Annual Financial Information and Audited Financial Statements. The Annual Financial Information and the Audited Financial Statements shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) *Annual Financial Information.* 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 outstanding interest amount;

(B) The amounts in the funds and accounts under the Indenture securing the Bonds and a description of the related investments; and

(C) The assets and liabilities of the Trust Estate.

(ii) Financial information and operating data with respect to the Issuer of the general type, in substantially similar form to that shown in the tables provided under Sections 4(a)(ii)(A) and 4(a)(ii)(B) of Exhibit B attached hereto. Such information shall be provided: (a) as of the end of the Fiscal Year (for tables in Section 4(a)(ii)(A) of Exhibit B), and (b) both as of the end of the Fiscal Year and through February 1 of the calendar year immediately succeeding such Fiscal Year (for tables in Section 4(a)(ii)(B) of Exhibit B).

(iii) The certified total assessed value for the land in Improvement Area #2A and Improvement Area #2B of the District for such Fiscal Year according to the Collin Central Appraisal District.

(iv) Updates to the information in the Service and Assessment Plan or the Annual Service Plan Update as most recently amended or supplemented, including any changes to the methodology for levying the Assessments in Improvement Area #2A and Improvement Area #2B, respectively, of the District.

(v) Until building permits have been issued for parcels or lots representing, in the aggregate, ninety-five percent (95%) of the total the Assessments levied within Improvement Area #2A and Improvement Area #2B of the District, respectively, the Annual Financial Information (in the Annual Service Plan Update or otherwise) shall include the number of certificates of occupancy (“COs”) issued for new homes completed in Improvement Area #2A and Improvement Area #2B of the District, respectively, of the District during such Fiscal Year and the aggregate number of COs issued for new homes completed within Improvement Area #2A and Improvement Area #2B of the District,

respectively, since filing the current Annual Financial Information for Fiscal Year ending September 30, 2025.

(vi) If the total amount of delinquencies greater than 150 days equals or exceeds five percent (5%) of the amount of Assessments due in any fiscal year, a list of delinquent property owners.

(vii) 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) *Audited Financial Statements.* Within twelve (12) months after the end of each Fiscal Year, the Audited Financial Statements of the Issuer, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If such audited financial statements are not complete within twelve (12) months after the end of each Fiscal Year, then the Issuer shall provide unaudited financial statements within such period and shall provide audited financial statements for the applicable Fiscal Year when and if the audit report on such statements becomes available.

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 current 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 Financial Information and Audited Financial Statements 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.

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.

Any sale by the Master Developer of real property within the District in the ordinary course of the Master Developer's business will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (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 paragraphs (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 incurrence of Other 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 immediately file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day 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, 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 MSRB's ten (10) Business Day filing requirement.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide Audited Financial Statements (or unaudited financial statements, if Audited Financial Statements are not available) or Annual Financial Information, as applicable, as required under this Disclosure Agreement. See Exhibit A hereto for a form for submitting "Notice to MSRB of Failure to File."

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization 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. 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, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing 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 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, the Participating Underwriter, the Trustee, or any Owner or

beneficial owner of any interests in the Bonds 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 not 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 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. Termination of Reporting Obligations. 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 and the Administrator 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 Administrator and Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until they receive written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Administrator and 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 the Issuer discharges the Dissemination Agent without appointing a successor Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within thirty (30) days of such discharge. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The current Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. The Issuer will give prompt written notice to the Master Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Master Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Master 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, the Administrator, and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested in writing by the Issuer or the Administrator), 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 Financial Information or Audited Financial Statements, 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 Audited Financial Statements 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 Financial Information and Audited Financial Statements 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 Financial Information, Audited Financial Statements 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 Financial Information, Audited Financial Statements 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 or any Owner or beneficial owner of the Bonds may, and the Trustee (at the written request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, 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 Master Developer by the Master Developer, and a default under the Disclosure Agreement of Master Developer by the Master 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) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Financial Information and the Audited Financial Statements) prepared by the Issuer 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 hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Master Developer or from Annual Collection Costs collected from the property owners in Improvement Area #2A and Improvement Area #2B of the District, respectively, 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 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 Master Developer or the failure of the Master Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Master Developer. The obligations of the Issuer under this Section shall survive 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. The Dissemination Agent shall not be responsible for the Issuer's failure to submit a complete Annual Financial Information or Audited Financial Statements 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 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 Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(b) 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 Master Developer or from Annual Collection Costs collected from the property owners in Improvement Area #2A and Improvement Area #2B of the District, respectively, 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 Master Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Master 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 ANY PARTY TO THIS DISCLOSURE AGREEMENT 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 solely intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. 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 the 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 the 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, the Participating Underwriter, 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 Annual Collection Costs 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 Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #2A and Improvement Area #2B of the District, respectively, 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, make 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 Disclosure Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of Securities and Exchange Commission 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 Disclosure Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Disclosure Agreement, notwithstanding anything in this Disclosure Agreement to the contrary.

(a) Not a Sanctioned Company. The Dissemination Agent and the Administrator, each respectively, represent that neither the Dissemination Agent, the Administrator, nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator 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 Dissemination Agent and the Administrator and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, 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 Dissemination Agent and the Administrator, each respectively, hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and the Administrator, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure 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 Dissemination Agent and the Administrator, each respectively, hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and the Administrator, 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 Disclosure 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 Dissemination Agent and the Administrator, each respectively, hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and the Administrator, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

SECTION 19. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement. 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.

SECTION 20. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 21. 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 Issuer, the Administrator and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

(Signature pages follow.)

CITY OF LAVON, TEXAS
(as Issuer)

By: _____
Mayor

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER
(ELEVON PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2A-2B PROJECT)

S-1

HTS CONTINUING DISCLOSURE SERVICES,
a division of Hilltop Securities Inc.
(as Dissemination Agent)

By: _____

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF ISSUER
(ELEVON PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2A-2B PROJECT)

S-2

P3WORKS, LLC,
(as Administrator)

By: _____
Authorized Officer

EXHIBIT A

**NOTICE TO MSRB OF FAILURE TO FILE
[ANNUAL FINANCIAL INFORMATION] [AUDITED FINANCIAL STATEMENTS]**

Name of Issuer: City of Lavon, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2024
(Elevon Public Improvement District Improvement Area #2A-2B Project)
Date of Delivery _____, 20__
CUSIP Nos: [Insert CUSIP Nos]

NOTICE IS HEREBY GIVEN that the City of Lavon, Texas, has not provided [an Annual Financial Information] [Audited Financial Statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer dated as of November 1, 2024, between the Issuer, P3Works, LLC, as Administrator and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent. The Issuer anticipates that the [Annual Financial Information] [Audited Financial Statements] will be filed by _____.

Dated: _____

HTS CONTINUING DISCLOSURE SERVICES, a
division of Hilltop Securities Inc.,
on behalf of the City of Lavon, Texas
(solely in its capacity as Dissemination Agent)

By: _____

Title: _____

cc: City of Lavon, Texas

EXHIBIT B

**CITY OF LAVON, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(ELEVON PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2A-2B PROJECT)**

ANNUAL FINANCIAL INFORMATION*

Delivery Date: _____, 20__

CUSIP Nos: [Insert CUSIP Nos]

DISSEMINATION AGENT

Name: _____
Address: _____
City: _____
Telephone: _____
Contact Person: _____

Section 4(a)(i)(A)

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

Section 4(a)(i)(B)

INVESTMENTS

Fund/Account Name	Investment Description	Par Value	Book Value	Market Value

* Excluding Audited Financial Statements of the Issuer

Section 4(a)(i)(A)**ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE****ASSETS**

Bonds (Principal Balance)	_____
Funds and Accounts [list]	_____
TOTAL ASSETS	_____

LIABILITIES

Outstanding Bond Principal	_____
Outstanding Program Expenses (if any)	_____
TOTAL LIABILITIES	_____

EQUITY

Assets Less Liabilities	_____
Parity Ratio	_____

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

Section 4(a)(ii)(A)**FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR****Debt Service Requirements on the Bonds**

<u>Year Ending</u> <u>(September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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Top Assessment Payers⁽¹⁾

<u>Property Owner</u>	<u>No. of</u> <u>Parcels/Lots</u>	<u>Percentage of</u> <u>Parcels/Lots</u>	<u>Outstanding</u> <u>Assessments</u>	<u>Percentage of</u> <u>Total</u> <u>Assessments</u>
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⁽¹⁾ Does not include those owing less than one percent (1%) of total Assessments.

Section 4(a)(ii)(B)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR AND AS OF FEBRUARY 1 OF THE NEXT SUCCEEDING YEAR

Foreclosure History Related to the Assessments

<u>Time Period</u>	<u>Delinquent Assessment</u>		<u>Foreclosure Sales</u>	<u>Foreclosure Proceeds Received</u>
	<u>Parcels in Foreclosure Proceedings</u>	<u>Amount in Foreclosure Proceedings</u>		
[FISCAL YEAR END]		\$		\$
[FEB. 1 OF CURRENT YEAR] ⁽¹⁾		\$		\$

⁽¹⁾ As of February 1, 20__.

Collection and Delinquency History of Assessments

<u>Time Period</u>	<u>Total Assessment Levied</u>	<u>Parcels Levied⁽¹⁾</u>	<u>Delinquent Amount as of 3/1</u>	<u>Delinquent % as of 3/1</u>	<u>Delinquent Amount as of 9/1</u>	<u>Delinquent % as of 9/1</u>	<u>Total Assessments Collected⁽²⁾</u>
[FISCAL YEAR END]	\$		\$	%	\$	%	\$
[FEB 1. OF CURRENT YEAR] ⁽³⁾	\$		\$	%	N/A	N/A	\$

⁽¹⁾ Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

⁽²⁾ [Does/does not] include interest and penalties. Includes \$_____ attributable to Prepayments.

⁽³⁾ Collected as of February 1, 20__.

History of Prepayment of Assessments

<u>Time Period</u>	<u>Number of Prepayments</u>	<u>Amount of Prepayments</u>	<u>Bond Call Date</u>	<u>Amount of Bonds Redeemed</u>
[FISCAL YEAR END]		\$		\$

[FEB. 1 OF CURRENT YEAR] ⁽¹⁾	\$	\$
<hr/>		
⁽¹⁾ As of February 1, 20__.		

ITEM REQUIRED BY SECTION 4(a)(iii)

Assessed Value of the District

The [YEAR] certified total assessed value for the land in Improvement Area #2A and Improvement Area #2B of the District, respectively, is approximately \$[AMOUNT] according to the Collin Central Appraisal District.

ITEMS REQUIRED BY SECTION 4(a)(iv) - (vii)

[Insert a line item for each applicable listing]

EXHIBIT C

BASIC TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES⁽¹⁾

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
January 31		Assessments are due.
February 1	1	<p>Assessments delinquent if not received.</p> <p>Upon receipt but no later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter.</p> <p>Issuer and/or Administrator should be aware of actual and specific delinquencies</p> <p>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.</p> <p>Issuer and/or 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.</p>
March 15	43/44	<p>Issuer and/or Administrator should be aware of actual and specific delinquencies.</p> <p>Trustee pays bond interest payments to Owners.</p> <p>Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.</p>

⁽¹⁾ Illustrates anticipated dates and procedures for pursuing the collection of delinquent 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 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.

April 1

59/60

At this point, if total delinquencies are under 5% and if there is adequate funding for 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 delinquency. **For properties delinquent by more than one year or if the delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure, in accordance with the County Tax/Assessor Collector's procedures.**

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 the Bond Fund such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties, in accordance with the County Tax/Assessor Collector's procedures.

July 1

152/153

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, in accordance with the County Tax/Assessor Collector's procedures.

Issuer and/or Administrator to notify Dissemination Agent in writing for disclosure to MSRB of all delinquencies.

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.

If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the Owners under Section 11.2 of the

Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.

August 15

197/198

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 Owners who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198).

Foreclosure action to be filed with the court.

Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Owners.

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 25% of the Owners may request a meeting with the City Administrator 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 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 Assessments.

APPENDIX E-2

FORM OF DISCLOSURE AGREEMENT OF MASTER DEVELOPER

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**CITY OF LAVON, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(ELEVON PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2A-2B PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF THE MASTER DEVELOPER

This Continuing Disclosure Agreement of the Master Developer dated as of November 1, 2024 (this “Disclosure Agreement”) is executed and delivered by and among MA Elevon 429, LLC (the “Master Developer”), P3Works, LLC (the “Administrator”), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., (in such capacity, the “Dissemination Agent”), with respect to the “City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2024 (Elevon Public Improvement District Improvement Area #2A-2B Project)” (the “Bonds”). The Master Developer, 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 Master Developer, 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, 2024, 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:

“2B-2 Pod Developer” shall mean HMH/Stratford Elevon JV, LLC, a Texas limited liability company, together with its Affiliates, successors, and assigns.

“2E Pod Developer” shall mean, collectively, GRBK Edgewood, LLC, a Texas limited liability company, and UMH Development, LLC, a Texas limited liability company, together with their Affiliates, successors, and assigns.

“Administrator” shall have the meaning assigned to such term in the Indenture. The Issuer has selected P3Works, LLC as the current Administrator.

“Affiliate” shall mean, with respect to any entity or Person, an entity or Person that owns property within the District and is controlled by, controls, or is under common control with such entity or Person.

“Annual Collection Costs” shall have the meaning assigned to the term “Administrative Expenses” in the Indenture.

“Annual Installment” means, collectively, the Improvement Area #2A Annual Installment and the Improvement Area #2B Annual Installment.

“Assessed Property” means, collectively, the Improvement Area #2A Assessed Property and the Improvement Area #2B Assessed Property.

“Assessments” means, collectively, the Improvement Area #2A Assessments and the Improvement Area #2B Assessments.

“Authorized Improvements” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer, the Dissemination Agent or the Trustee or any national holiday observed by the Trustee.

“Certification Letter” shall mean a certification letter provided by the Master Developer, a Pod Developer or Significant Homebuilder, if any, pursuant to Section 3, in substantially the form attached as Exhibit D.

“Development Agreement” shall mean that certain Amended and Restated Elevon Development Agreement between the Issuer; the Master Developer; Far East Lavon, LP; 78 Straddle, LP; East Lavon Partners, LP; World Land Developer, LP; Petro-Hunt, LLC; MA Land Holdings, LLC; S2 Land Development, LLC; dated as of September 3, 2024, as may be further amended from time to time.

“Development Pod” shall mean an undeveloped parcel of land within Improvement Area #2A or Improvement Area #2B of the District sold to a third-party purchaser unaffiliated with the Master Developer with the intention of such parcel of land being developed generally in accordance with the development plan for the District. Pod 2E and Pod 2B-2, as each are described in legal descriptions and depicted in the maps attached as Exhibit A-2, respectively, to the Service and Assessment Plan, are Development Pods within Improvement Area #2A or Improvement Area #2B, respectively.

“Developer Listed Events” shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

“Disclosure Agreement of Issuer” shall mean the City of Lavon, Texas Special Assessment Revenue Bonds, Series 2024 (Elevon Public Improvement District Improvement Area #2A-2B Project) Continuing Disclosure Agreement of the Issuer dated as of November 1, 2024 executed and delivered by the Issuer, the Administrator and the Dissemination Agent.

“Dissemination Agent” shall mean HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., 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 Elevon Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System currently available on the internet at <http://emma.msrb.org>.

“HOA Amenities” shall mean the Master Developer constructed amenities as described in the Development Agreement and the Service and Assessment Plan, expected to consist of, among other things, an amenity center, hike and bike trails, ponds, open space and pocket parks throughout the District.

“Homebuilder(s)” shall mean a Pod Developer who intends to construct homes on the lots within its Development Pod or any merchant homebuilder who enters into a Purchase and Sale Agreement with the Master Developer or a Pod Developer for the purchase of lots, and the successors and assigns of such homebuilder under such Purchase and Sale Agreement.

“Homebuilder Projects” shall mean the Improvement Area #2A Improvements, Improvement Area #2B Improvements, and any Private Improvements benefiting a Development Pod and any other improvements required to be constructed by the Pod Developer under a Purchase and Sale Agreement.

“Improvement Area #2A” means that portion of the District generally described in Section II of the Service and Assessment Plan and depicted in Exhibit A-2 to the Service and Assessment Plan and as specifically described in Exhibit N-6 to the Service and Assessment Plan .

“Improvement Area #2A Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #2A Assessments” means the aggregate assessments levied against Improvement Area #2A Assessed Property based on the special benefit conferred on such Parcels by the Improvement Area #2A Improvements.

“Improvement Area #2A Assessed Property” means the property located in Improvement Area #2A that benefits from the Improvement Area #2A Improvements, and is defined as the “Improvement Area #2A Assessed Property” in the Service and Assessment Plan.

“Improvement Area #2A Improvements” means the Authorized Improvements which only benefit property located in the Improvement Area #2A and are described in Section III.D., shown on Exhibit B-3 and depicted on Exhibit K-3 to the Service and Assessment Plan.

“Improvement Area #2B” means that portion of the District generally described in Section II of the Service and Assessment Plan and depicted in Exhibit A-2 to the Service and Assessment Plan and as specifically described in Exhibit N-7 to the Service and Assessment Plan.

“Improvement Area #2B Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #2B Assessments” means the aggregate assessments levied against Improvement Area #2B Assessed Property based on the special benefit conferred on such Parcels by the Improvement Area #2B Improvements.

“Improvement Area #2B Assessed Property” means the property located in Improvement Area #2B that benefits from the Improvement Area #2B Improvements, and is defined as the “Improvement Area #2B Assessed Property” in the Service and Assessment Plan.

“Improvement Area #2B Improvements” means the Authorized Improvements which only benefit property located in the Improvement Area #2B and are described in Section III.E., shown on Exhibit B-3 and depicted on Exhibit K-3 to the Service and Assessment Plan.

“Issuer” shall mean the City of Lavan, Texas.

“Listed Events” shall mean any of the events listed in Section 4(a) and 4(b) of this Disclosure Agreement.

“Master Developer” shall mean MA Elevon 429, LLC, a Texas limited liability company, and each other Person, through assignment, who assumes the obligations, requirements or covenants to construct the improvements within the District and their designated successors and assigns.

“Master Developer Listed Events” shall mean any of the events listed in Section 4(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 continuing disclosure reports pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall mean the registered owner of any Bonds.

“Participating Underwriter” shall mean FMSbonds, Inc., and its successors and assigns.

“Person” shall mean any legal person, including 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.

“Pod Developer” shall mean the 2B-2 Pod Developer and the 2E Pod Developer.

“Pod Developer Listed Event” shall mean any of the events listed in Section 4(b) of this Disclosure Agreement.

“Private Improvements” shall have the meaning assigned to such term in the Development Agreement.

“Purchase and Sale Agreement” shall mean, with respect to lots or land within the Improvement Area #2A and Improvement Area #2B, any lot or land purchase and sale agreement between a Homebuilder (or Pod Developer) and the Master Developer or a Pod Developer to purchase lots or to purchase land.

“Quarterly Ending Date” shall mean each March 31, June 30, September 30 and December 31, beginning March 31, 2025.

“Quarterly Filing Date” shall mean for each Quarterly Ending Date, the fifteenth calendar day of the second month following such Quarterly Ending Date being February 15, May 15, August 15, and November 15.

“Quarterly Information” shall have the meaning assigned to such term in Section 3 of this Disclosure Agreement.

“Quarterly Report” shall mean any Quarterly Report described in Section 3 of this Disclosure Agreement and consisting of the information in Exhibit A attached hereto.

“Reporting Party” shall mean, collectively, the Master Developer and any Significant Homebuilder who has acknowledged and assumed reporting obligations in accordance with Section 6 of this Disclosure Agreement.

“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.

“Significant Homebuilder” shall mean a Homebuilder (including a Pod Developer who is also a Homebuilder) that then owns ten percent (10%) or more of the proposed or platted single family residential lots within Improvement Area #2A or Improvement Area #2B of the District.

“Significant Homebuilder Listed Events” shall mean any of the events listed in Section 4(c) of this Disclosure Agreement.

“Trustee” shall mean Wilmington Trust, National Association, Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place.

SECTION 3. Quarterly Reports.

(a) The Master Developer, any Pod Developer and/or any Significant Homebuilder, that is a Reporting Party, with respect to its acquired real property, shall, at its cost and expense, provide, or cause to be provided, to the Administrator, not more than ten (10) days after each Quarterly Ending Date, beginning March 31, 2025, the information in the Quarterly Report required to be provided by such Reporting Party pursuant to Section 3(d) (with respect to each Reporting Party, the “Quarterly Information”). The Reporting Party shall provide, or cause to be provided, such Quarterly Information until such party’s obligations terminate pursuant to Section 7 of this Disclosure Agreement. For the avoidance of doubt, (i) if the Master Developer elects, the Master Developer may, but shall not be obligated to, provide any Quarterly Information on behalf of any Pod Developer or Significant Homebuilder and (ii) the Master Developer shall remain obligated with respect to any real property acquired by a Pod Developer or Significant Homebuilder until an acknowledgement of assignment with respect to such real property is delivered in accordance with Section 6 of this Disclosure

Agreement, at which time the Master Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property so transferred.

(b) The Administrator shall (i) review each Quarterly Report containing the Quarterly Information provided by each Reporting Party pursuant to subsection (a) above and (ii) no later than twenty (20) days after each Quarterly Ending Date, either (1) advise the applicable Reporting Party as to any necessary changes to the applicable Quarterly Information or (2) provide to the Dissemination Agent the Quarterly Report in accordance with subsection (c) below. If the Administrator advises a Reporting Party as to any necessary changes to their respective Quarterly Information, such Reporting Party shall provide, or cause to be provided, to the Administrator, not more than thirty (30) days after each Quarterly Ending Date, the revised Quarterly Information. The Administrator shall review the revised Quarterly Information within the Quarterly Report and provide the Quarterly Report to the Dissemination Agent in accordance with subsection (c) below.

If Reporting Parties provide the Quarterly information in more than one report to the Administrator, the Administrator shall (i) prepare each Quarterly Report with the Quarterly Information provided by the Reporting Parties pursuant to subsection (a) above, and (ii) provide the Quarterly Report to the Reporting Parties for review no later than twenty (20) days after each Quarterly Ending Date. The Reporting Parties shall review and revise, as necessary, the Quarterly Report and, upon such review, shall promptly, but no later than thirty (30) days after each Quarterly Ending Date, provide the Quarterly Report and Certification Letter(s) to the Administrator and authorize the Administrator to provide such Quarterly Report and Certification Letter(s) to the Issuer and the Dissemination Agent pursuant to subsection (c) below.

In all cases, each Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all of the Quarterly Information provided by such Reporting Party contained in the Quarterly Report.

(c) The Administrator shall provide to the Dissemination Agent, no later than thirty-five (35) days after each Quarterly Ending Date, the Quarterly Report containing the information described in Section 3(d), the Certification Letter(s), if applicable, and written direction to the Dissemination Agent to file such report with the MSRB. Pursuant to the written direction of the Administrator, the Dissemination Agent shall file the Quarterly Report and the Certification Letter(s), if applicable, with the MSRB and provide a copy of such documents to the Issuer and the Participating Underwriter within ten (10) days of the Dissemination Agent's receipt thereof pursuant to this subsection 3(c); provided, however, that the Quarterly Report and the Certification Letter(s) must be submitted to the MSRB not later than each Quarterly Filing Date. In the event that any Reporting Party or the Administrator does not provide the information required by subsection (a) or (b) of this Section 3, as applicable, in a timely manner and, as a result, either an incomplete Quarterly Report is filed with the MSRB, or a Quarterly Report is not filed with the MSRB by each Quarterly Filing Date, the Dissemination Agent shall, upon written direction from the applicable Reporting Party file a notice of failure to provide Quarterly Information or failure to file a Quarterly Report with the MSRB in substantially the form attached hereto as Exhibit B, as soon as practicable. If incomplete Quarterly Information or no Quarterly Information is provided by any Reporting Party, the Dissemination Agent and any other Reporting Party who provided complete Quarterly Information shall not be responsible for the failure to submit a complete Quarterly Report to the MSRB. If each Reporting Party timely provides the required Quarterly Information to the Administrator as described in this Section 3, the

failure of the Administrator to provide the Quarterly Report to the Dissemination Agent, or the failure of the Dissemination Agent to provide such report to the Participating Underwriter in a timely manner, shall not be deemed a default by the Reporting Parties under this Disclosure Agreement.

(d) Each Quarterly Report shall consist of the information listed in Exhibit A attached hereto.

SECTION 4. Event Reporting Obligations.

(a) Pursuant to the provisions of this Section 4, each of the following is a Developer Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Assessments levied within Improvement Area #2A or Improvement Area #2B, respectively; provided, however, that the exercise of any right of the Master Developer as a landowner within Improvement Area #2A or Improvement Area #2B, respectively, to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Developer Listed Event under this Section 4(a) nor a breach or default of this Disclosure Agreement;

(ii) Material damage to or destruction of any development or improvements, including the Improvement Area #2A Improvements, Improvement Area #2B Improvements, and the HOA Amenities;

(iii) Material default by the Master Developer or any of the Master Developer's affiliates on any loan with respect to the, acquisition, development or permanent financing of Improvement Area #2A or Improvement Area #2B, respectively, undertaken by the Master Developer or any of the Master Developer's affiliates;

(iv) Material default by the Master Developer or any of the Master Developer's affiliates on any loan secured by property within Improvement Area #2A or Improvement Area #2B, respectively;

(v) The bankruptcy, insolvency or similar filing of the Master Developer or Master Developer's parent company or any determination that the Master Developer or its parent company is unable to pay its debts as they become due;

(vi) The consummation of a merger, consolidation, or acquisition of the Master Developer, or the sale of all or substantially all of the assets of the Master Developer or any of the Master Developer's affiliates, 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;

(vii) The filing of any lawsuit with a claim for damages, in excess of \$1,000,000 against the Master Developer or any of the Master Developer's affiliates that may adversely affect the completion of the development of Improvement Area #2A or Improvement Area #2B, respectively, or litigation that may materially adversely affect the financial condition of the Master Developer or any of the Master Developer's affiliates;

(viii) Any material change in the legal structure, chief executive officer or controlling ownership of the Master Developer;

(ix) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Sections 5 or 6 herein; and

(x) Early termination of or material default by a Homebuilder under a Purchase Agreement.

(b) Pursuant to the provisions of this Section 4, each of the following is a Pod Developer Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Assessments levied within Improvement Area #2A or Improvement Area #2B, respectively; provided, however, that the exercise of any right of the Pod Developer as a landowner within Improvement Area #2A or Improvement Area #2B, respectively, to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Developer Listed Event under this Section 4(a) nor a breach or default of this Disclosure Agreement;

(ii) Material damage to or destruction of any development or improvements, including the Improvement Area #2A Improvements, Improvement Area #2B Improvements, and the HOA Amenities;

(iii) Material default by the Pod Developer or any of the Pod Developer's affiliates on any loan with respect to the, acquisition, development or permanent financing of Improvement Area #2A or Improvement Area #2B, respectively, undertaken by the Pod Developer or any of the Pod Developer's affiliates;

(iv) Material default by the Pod Developer or any of the Pod Developer's affiliates on any loan secured by property within Improvement Area #2A or Improvement Area #2B, respectively;

(v) The bankruptcy, insolvency or similar filing of the Pod Developer or Pod Developer's parent company or any determination that the Pod Developer or its parent company is unable to pay its debts as they become due;

(vi) The consummation of a merger, consolidation, or acquisition of the Pod Developer, or the sale of all or substantially all of the assets of the Pod Developer or any of the Pod Developer's affiliates, 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;

(vii) The filing of any lawsuit with a claim for damages, in excess of \$1,000,000 against the Pod Developer or any of the Pod Developer's affiliates that may adversely affect the completion of the development of Improvement Area #2A or Improvement Area #2B, respectively, or litigation that may materially adversely affect the financial condition of the Master Developer or any of the Pod Developer's affiliates;

(viii) Any material change in the legal structure, chief executive officer or controlling ownership of the Pod Developer;

(ix) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Sections 5 or 6 herein; and

(x) Early termination of or material default by a Homebuilder under a Purchase Agreement.

(c) Pursuant to the provisions of this Section 4, each of the following occurrences related to any Significant Homebuilder is a Significant Homebuilder Listed Event with respect to the Bonds;

(i) Failure to pay any real property taxes or Assessments levied within Improvement Area #2A or Improvement Area #2B, respectively, owned by such Significant Homebuilder; provided, however, that the exercise of any right of such Significant Homebuilder as a landowner within Improvement Area #2A or Improvement Area #2B, respectively, to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Significant Homebuilder Listed Event under this Section 4(c) nor a breach or default of this Disclosure Agreement;

(ii) The bankruptcy, insolvency or similar filing of such Significant Homebuilder or any determination that such Significant Homebuilder is unable to pay its debts as they become due;

(iii) The consummation of a merger, consolidation, or acquisition involving such Significant Homebuilder or the sale of all or substantially all of the assets of the Significant Homebuilder, 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;

(iv) Any material change in the type of legal entity, chief executive officer or controlling ownership of such Significant Homebuilder;

(v) Early termination of or material default by such Significant Homebuilder under a Purchase Agreement; and

(vi) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 6 herein.

(d) Whenever a Reporting Party obtains knowledge of the occurrence of a Listed Event applicable to such Reporting Party, such Reporting Party shall promptly, and not more than five (5) Business Days after such Reporting Party obtains such knowledge, notify the Issuer, the Administrator and the Dissemination Agent in writing and the Reporting Party shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB, in the manner hereinafter described, and provide a copy of such notice to the Issuer and the Participating Underwriter. Any such notice is required to be filed within ten (10) Business Days after the Reporting Party becomes aware of the occurrence of such Listed Event. If the Reporting Party timely notifies the Dissemination Agent of the occurrence of a

Listed Event, as described in this Section 4, the failure of the Dissemination Agent to provide such notice to the Participating Underwriter in a timely manner shall not be deemed a default by such Reporting Party under this Disclosure Agreement.

The Master Developer and each other Reporting Party, if any, shall only be responsible for reporting the occurrence of a Listed Event applicable to such Reporting Party and shall not be responsible for reporting the occurrence of a Listed Event applicable to any other Reporting Party, regardless of if such Reporting Party is providing Quarterly Information on behalf of any other Significant Homebuilder.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the applicable Reporting Party desires to make, the written authorization of such Reporting Party for the Dissemination Agent to disseminate such information as provided herein, and the date the Reporting Party desires for the Dissemination Agent to disseminate the information.

In all cases, the applicable Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the applicable Reporting Party shall have the sole responsibility to ensure that any notice required to be filed with the MSRB under this Section 4 is actually filed within ten (10) Business Days after such Reporting Party becomes aware of the Listed Event applicable to such Reporting Party.

(e) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event, notify in writing the Administrator and the applicable Reporting Party 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 applicable Reporting Party to do so. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Reporting Party 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 applicable Reporting Party 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 Participating Underwriter, the Administrator, the Issuer, any Reporting Party or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(f) If the Dissemination Agent has been notified in writing by a Reporting Party to report the occurrence of a Listed Event in accordance with subsections (c) or (d) of this Section 4, the Dissemination Agent shall file a notice of such occurrence with the MSRB promptly after its receipt of such written instructions from such Reporting Party; provided that all such notices must be filed no later than the date specified in subsection (c) of this Section 4 for such Listed Event.

SECTION 5. Assumption of Reporting Obligations by Master Developer and Pod Developers.

(a) The Master Developer shall cause each Person who, through assignment, assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #2A Improvements or Improvement Area #2B Improvements, respectively, to assume and comply with the disclosure obligations of the Master Developer under this Disclosure Agreement. The Master Developer shall deliver to the Dissemination Agent, the Administrator, and the Issuer a written acknowledgement and assumption from each Person who assumes the obligations, requirements, or covenants to construct one or more of the Improvement Area #2A Improvements or Improvement Area #2B Improvements, respectively, in substantially the form attached hereto as Exhibit E (the “Developer Acknowledgement”), acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to Section 4(a)(ix) above, the Master Developer shall direct the Dissemination Agent to file a copy of each Developer Acknowledgement with the MSRB, in accordance with Sections 4(c) and 4(e) above. Upon any such transfer to a Person, and such Person’s delivery of written acknowledgement of assumption of the Master Developer’s obligations under this Disclosure Agreement as to the property transferred, the Master Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred or the obligations assigned. Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership, the Master Developer shall not be liable for the acts or omissions of such Person arising from or in connection with such disclosure obligations under this Disclosure Agreement.

(b) The Master Developer has sold, assigned or otherwise transferred ownership of real property consisting of each Development Pod within Improvement Area #2A or Improvement Area #2B of the District to a Pod Developer. The Master Developer may require such Pod Developer to comply with Master Developer’s disclosure obligations hereunder, including specifically to provide the applicable Quarterly Information required by Sections 3(d) and 3(e) above and reporting of a Pod Developer Listed Event as required by Section 4 above, solely with respect to the Development Pod acquired by the Pod Developer. The Master Developer shall deliver to the Dissemination Agent, Administrator and the Issuer, any written acknowledgment, substantially in the form attached hereto as Exhibit F (the “Pod Developer Acknowledgment”), from each Pod Developer, acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to Section 4(b)(ix) above, the Master Developer shall direct the Dissemination Agent to file a copy of each Pod Developer Acknowledgment with the MSRB. Upon any such transfer to a Pod Developer, and such Pod Developer’s delivery of written acknowledgment of assumption of Master Developer’s obligations under this Disclosure Agreement as to the real property transferred, Master Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the real property transferred or obligations assigned. Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership, the Master Developer shall not be liable for the acts or omissions of such Pod Developer arising from or in connection with such disclosure obligations under this Disclosure Agreement.

SECTION 6. Assumption of Reporting Obligations by Significant Homebuilder.

(a) If a Homebuilder acquires ownership of real property in Improvement Area #2A or Improvement Area #2B, respectively, resulting in such Homebuilder becoming a Significant

Homebuilder, the Master Developer may (i) cause such Significant Homebuilder to comply with the Master Developer's disclosure obligations under Section 3 and Section 4(b) hereof, with respect to such acquired real property, until such party's disclosure obligations terminate pursuant to Section 7 of this Disclosure Agreement or (ii) elect to provide any or all Quarterly Information on behalf of such Significant Homebuilder; provided, however, that if the Master Developer initially elects to provide any or all Quarterly Information on behalf of such Significant Homebuilder, the Master Developer may elect in the future to cause such Significant Homebuilder to comply with the Master Developer's disclosure obligations, as described in (i) above.

(b) If the Master Developer elects to cause a Significant Homebuilder to comply with the Master Developer's disclosure obligations, as described in (a) above, the Master Developer shall deliver to the Dissemination Agent, Administrator and the Issuer a written acknowledgement from each Significant Homebuilder, in substantially the form attached hereto as Exhibit F (the "Significant Homebuilder Acknowledgement"), acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to Section 4(a)(ix) above, the Master Developer shall direct the Dissemination Agent to file a copy of the Significant Homebuilder Acknowledgement with the MSRB, in accordance with Sections 4(c) above. Upon any such transfer to a Significant Homebuilder, and such Significant Homebuilder's delivery of written acknowledgement of assumption of the Master Developer's obligations under this Disclosure Agreement as to the property transferred, the Master Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred or the obligations assigned. The Master Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until an acknowledgement of assignment with respect to such real property is delivered to the Dissemination Agent, Administrator and the Issuer and filed with the MSRB, in accordance with this Section 6(b).

(c) Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership, the Master Developer shall not be liable for the acts or omissions of such Significant Homebuilder arising from or in connection with such disclosure obligations under this Disclosure Agreement.

SECTION 7. Termination of Reporting Obligations.

(a) The reporting obligations of the Master Developer shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, (ii) when the Master Developer, including its respective affiliates and/or successors and assigns, no longer owns twenty (20) or more of the single family residential lots within Improvement Area #2A or Improvement Area #2B, respectively,, as of each Quarterly Ending Date, or (iii) the Issuer's issuance of the CO for the last single family residential lot within Improvement Area #2A or Improvement Area #2B, respectively, owned by the Master Developer, including its respective affiliates and/or successors and assigns. Notwithstanding the foregoing, if the Master Developer is reporting on behalf of a Significant Homebuilder, the Master Developer's reporting obligations, with respect to the property owned by the Significant Homebuilder, terminates in accordance with subsection (b) below.

(b) The reporting obligations of a Significant Homebuilder that is a Reporting Party, if any, under this Disclosure Agreement shall terminate upon the earlier of (i) the date when none of the Bonds remain Outstanding, (ii) when such Significant Homebuilder, including its respective affiliates and/or successors and assigns, no longer owns twenty (20) or more of the single family residential lots

within Improvement Area #2A or Improvement Area #2B, respectively,, as of each Quarterly Ending Date, or (iii) the Issuer's issuance of the CO for the last single family residential lot within Improvement Area #2A or Improvement Area #2B, respectively, owned by such Significant Homebuilder, including its respective affiliates and/or successors and assigns.

(c) Upon receipt of written notice from a Reporting Party or the Dissemination Agent that the reporting obligations of a Reporting Party have terminated in accordance with subsection (a) or (b), as applicable, of this Section 7, the Administrator shall provide written notice to the applicable Reporting Party, the Participating Underwriter, the Issuer, and the Dissemination Agent in substantially the form attached hereto as Exhibit C, thereby terminating such Reporting Party's reporting obligations under this Disclosure Agreement (the "Termination Notice"). If such Termination Notice with respect to a Reporting Party occurs while any of the Bonds remain Outstanding, the Administrator shall immediately provide, or cause to be provided, the Termination Notice to the Dissemination Agent, and the Dissemination Agent shall provide such Termination Notice to the MSRB, the Issuer, the Trustee, the applicable Reporting Party and the Participating Underwriter on or before the next succeeding Quarterly Filing Date.

(d) The obligations of the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, or (ii) termination of all Reporting Parties' reporting obligations in accordance with subsection (a) and (b) of this Section 7 and any Termination Notice required by subsection (c) of this Section 7 has been provided to the MSRB, the Issuer, the Trustee, the Dissemination Agent, the Reporting Parties, and the Participating Underwriter, as applicable.

SECTION 8. Dissemination Agent. The current Dissemination Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. The Issuer may, from time to time, appoint or engage a successor Dissemination Agent to assist the Reporting Parties in carrying out their 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. Pursuant to the Disclosure Agreement of Issuer, the Issuer has agreed to provide written notice to each then-existing Reporting Party of any change in the identity of the Dissemination Agent. The Dissemination Agent may resign at any time with thirty (30) days' written notice to the Issuer.

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Master Developer, the Administrator and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested in writing by the Master Developer or Administrator), 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 or 4, 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 any Reporting Party, or the type of business conducted; and

(b) 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. No amendment which adversely affects the Dissemination Agent or the Issuer may be made without the respective party's prior written consent (which consent will not be unreasonably withheld or delayed).

(c) In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Administrator shall describe such amendment in the next related Quarterly Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Reporting Parties. The Master Developer shall provide, or cause to be provided, at its cost and expense, an executed copy of any amendment or waiver entered into under this Section 9 to the Issuer, the Administrator, the Dissemination Agent and the Participating Underwriter.

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent any Reporting Party 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 addition to that which is required by this Disclosure Agreement. If any Reporting Party chooses to include any information in any Quarterly Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, no Reporting Party shall have an obligation under this Disclosure Agreement to update such information or include it in any future Quarterly Report or notice of occurrence of a Listed Event.

SECTION 11. Content of Disclosures. In all cases, the applicable Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures, whether provided under Section 3, 4 or 10 of this Disclosure Agreement.

SECTION 12. Default. In the event of a failure of a Reporting Party to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Dissemination Agent (at the written request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Reporting Party 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 Master Developer, Dissemination Agent or Administrator to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement shall not be deemed a default under the Disclosure Agreement of Issuer, and a default under the Disclosure Agreement of Issuer shall not be deemed a default under this Disclosure Agreement. Furthermore, a default under this Disclosure Agreement by any Reporting Party shall not be deemed a default under this Disclosure Agreement by any other Reporting Party, and no Reporting Party shall have any obligation to take any action to mitigate or cure the default of any other Reporting Party.

SECTION 13. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. 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. The Master Developer agrees to indemnify and hold harmless the Dissemination Agent, its officers, directors, employees and agents 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 Dissemination Agent's negligence or willful misconduct. The obligations of the Master Developer 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 any Reporting Party or the Administrator does not provide the information required by Sections 3(a) or (b) in a timely manner or incomplete Quarterly Information is provided by any Reporting Party, the Dissemination Agent shall not be responsible for the failure to submit a complete Quarterly Information or Quarterly Report to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. 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.

(b) 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. The Master Developer agrees to hold harmless the Administrator, its officers, directors, employees and agents 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 breach, negligence or willful misconduct. The obligations of the Master Developer under this Section shall survive termination of this Disclosure Agreement, 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.

(c) The Dissemination Agent or 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 Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(d) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, THE MASTER DEVELOPER OR ANY OTHER REPORTING PARTY 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 ANY PARTY TO THIS DISCLOSURE AGREEMENT OR A REPORTING PARTY, 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 14. No Personal Liability. No covenant, stipulation, obligation or agreement of a Reporting Party, the Administrator or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the Reporting Party, the Administrator or Dissemination Agent in other than that person's official capacity.

SECTION 15. 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 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Reporting Parties, the Administrator, the Dissemination Agent, the Issuer, the Participating Underwriter, 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 Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the Annual Service Plan Update. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds

to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #2A or Improvement Area #2B, respectively, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the Annual Service Plan Update. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of Improvement Area #2A-2B, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

SECTION 19. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas. Venue of any action to enforce the rights and privileges existing under this Disclosure Agreement shall be brought in the state district court of Collin County, Texas.

SECTION 20. Notice. Any notice, instructions, or communication, required to be given or made hereunder shall be in writing and shall be given or made by e-mail, facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses listed below or at such other addresses as any be specified in writing by any party hereto to the other parties hereto. If notices, instructions or communications are provided or delivered by e-mail, the sender must request a read or return receipt from the recipient confirming that the recipient received the e-mail with such notice, instruction, or communication.

If to Master Developer: MA Elevon 429, LLC
Attn: John Marlin
15443 Knoll Trail Drive, Suite 130
Dallas, Texas 75248
E-mail: jmarlin@madev.com

If to the Dissemination Agent or Trustee: HTS CONTINUING DISCLOSURE SERVICES,
a division of Hilltop Securities Inc.,
Attn:
717 N. Harwood, Suite 3400
Dallas, Texas 75201
E-mail:

If to the Administrator: P3Works, LLC
9284 Huntington Square, Ste 100
North Richland Hills, Texas 76182
E-mail: admin@p3-works.com

If to the Issuer: City of Lavon, Texas
Attn: Kim Dobbs
P.O. Box 159
Lavon, Texas 75132
E-mail: _____

If to Participating Underwriter: FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034
E-mail: Tdavenport@fmsbonds.com

SECTION 21. Term of Disclosure Agreement. Except for surviving indemnities of the parties to this Disclosure Agreement, this Disclosure Agreement terminates on the earlier of (i) the first date on which none of the Bonds remain Outstanding, and (ii) the first date on which the reporting obligations of all Reporting Parties have terminated in accordance with the terms of this Disclosure Agreement.

SECTION 22. 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.

(Signature pages follow.)

HTS Continuing Disclosure Services,
a division of Hilltop Securities Inc.,
(as Dissemination Agent)

By: _____
Authorized Officer

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF MANAGING DEVELOPER

MA Elevon 429, LLC,
a Texas limited liability company
(as Master Developer)

By: _____
Name: _____
Title: _____

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF MANAGING DEVELOPER

P3WORKS, LLC
(as Administrator)

By: _____
Title: _____

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF MANAGING DEVELOPER

EXHIBIT A

**CITY OF LAVON, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(ELEVON PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2A-2B PROJECT)**

QUARTERLY REPORT OF MASTER DEVELOPER
[INSERT QUARTERLY ENDING DATE]

Delivery Date: _____, 20__

CUSIP Numbers: [Insert CUSIP Numbers]

DISSEMINATION AGENT

Name: HTS Continuing Disclosure Services, a division of Hilltop Securities Inc.
Address: _____
City: _____
Telephone: _____
Contact Person: _____

I-A. Unit Mix in Improvement Area #2A

<u>Product Type</u>	<u>Number of Units</u>
35'	
40'	
45'	
50'	

I-B. Unit Mix in Improvement Area #2B

<u>Product Type</u>	<u>Number of Units</u>
35'	
40'	
45'	
50'	

II-A. Ownership of Lots/Units in Improvement Area #2A

PLANNED LOTS IN IMPROVEMENT AREA #2A: [_____]

Of the [_____] lots in Improvement Area #2A:

1. Number of lots owned by the Master Developer: [_____]
 - a. Number of lots under contract but not closed to Homebuilder(s): [_____]
2. Number of lots owned by all Homebuilder(s): [_____]¹
 - a. Number of lots owned by [*insert name of Homebuilder*]: [_____]²
 - b. Number of lots owned by [*insert name of Homebuilder*]: [_____]²
3. Number of units owned by homeowners: [_____]

II-B. Ownership of Lots/Units in Improvement Area #2B

PLANNED LOTS IN IMPROVEMENT AREA #2B: [_____]

Of the [_____] lots in Improvement Area #2B:

1. Number of lots owned by the Master Developer: [_____]
 - a. Number of lots under contract but not closed to Homebuilder(s): [_____]
2. Number of lots owned by all Homebuilder(s): [_____]¹
 - a. Number of lots owned by [*insert name of Homebuilder*]: [_____]²
 - b. Number of lots owned by [*insert name of Homebuilder*]: [_____]²
3. Number of units owned by homeowners: [_____]

III-A. Lot Status in Improvement Area #2A

Of the _____ lots in Improvement Area #2A what is the status:

1. Planned lots as of the date of issuance of the Bonds: [_____]
2. Planned lots as of the date of this Quarterly Report: [_____]
3. Number of Lots developed: [_____]
4. Expected completion date of all lots in Improvement Area #2A (if incomplete): [_____]

III-B. Lot Status in Improvement Area #2B

Of the _____ lots in Improvement Area #2B what is the status:

1. Planned lots as of the date of issuance of the Bonds: [_____]
2. Planned lots as of the date of this Quarterly Report: [_____]
3. Number of Lots developed: [_____]
4. Expected completion date of all lots in Improvement Area #2B (if incomplete): [_____]

¹ If Developer is using EMMA filing assistance software, a chart containing the Quarterly Information provided under this item will be generated. If Developer is not using EMMA filing assistance software, Developer shall prepare a chart containing such Quarterly Information.

² Include a line item for each individual Homebuilder.

IV-A. Home Sales Information in Improvement Area #2A

PLANNED HOMES IN IMPROVEMENT AREA #2A: [_____]

Of the [_____] homes planned for Improvement Area #2A:

1. How many total building permits were issued **during the current quarter?**
[_____]
 - a. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: [_____]²
 - b. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: [_____]²
2. How many total homes have closed with homebuyers **during the current quarter?**
[_____]
 - a. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: [_____]²
 - b. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: [_____]²
3. How many total homes have closed with homebuyers **cumulatively?** [_____]
 - a. Number of homes closed with homebuyers cumulatively for [*insert name of Homebuilder*]: [_____]²
 - b. Number of homes closed with homebuyers cumulatively for [*insert name of Homebuilder*]: [_____]²

IV-A. Home Sales Information in Improvement Area #2B

PLANNED HOMES IN IMPROVEMENT AREA #2B: [_____]

Of the [_____] homes planned for Improvement Area #2B:

1. How many total building permits were issued **during the current quarter?**
[_____]
 - a. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: [_____]²
 - b. Number of building permits issued during the current quarter for [*insert name of Homebuilder*]: [_____]²
2. How many total homes have closed with homebuyers **during the current quarter?**
[_____]
 - a. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: [_____]²
 - b. Number of homes closed with homebuyers during the current quarter for [*insert name of Homebuilder*]: [_____]²
3. How many total homes have closed with homebuyers **cumulatively?** [_____]
 - a. Number of homes closed with homebuyers cumulatively for [*insert name of Homebuilder*]: [_____]²
 - b. Number of homes closed with homebuyers cumulatively for [*insert name of Homebuilder*]: [_____]²

V-A. Expenditures Paid from Accounts under Indenture

TOTAL BUDGETED COSTS REQUIRED TO COMPLETE IMPROVEMENT AREA #2A IMPROVEMENTS: \$[_____]

Of the budgeted costs for Improvement Area #2A shown in the Service and Assessment Plan:

1. Actual costs drawn from the Improvement Area #2A Bond Improvement Account: \$[_____]

V-B. Expenditures Paid from Accounts under Indenture

TOTAL BUDGETED COSTS REQUIRED TO COMPLETE IMPROVEMENT AREA #2B IMPROVEMENTS: \$[_____]

Of the budgeted costs for Improvement Area #2B shown in the Service and Assessment Plan:

1. Actual costs drawn from the Improvement Area #2A Bond Improvement Account: \$[_____]

VI-A. Status of Improvements in Improvement Area #2A

1. [Actual/Excepted] date of completion of the Improvement Area #2A Improvements: [_____]
2. If applicable, explanation of any delay/change in projected completion date since last Quarterly Report was filed: [_____]

VI-B. Status of Improvements in Improvement Area #2B

1. [Actual/Excepted] date of completion of the Improvement Area #2B Improvements: [_____]
2. If applicable, explanation of any delay/change in projected completion date since last Quarterly Report was filed: [_____]

VII. Status of HOA Amenities

1. Total expected costs of HOA Amenities: \$[_____]
2. Amount spent as of Quarterly Ending Date: \$[_____]
3. [Actual/Expected] completion date of HOA Amenities: [_____]

VIII. Material Changes

Describe any material changes, if applicable:

1. **Permits and Approvals** - Since the issuance of the Bonds, have there been any material changes to permits or development approvals (including any zoning) impacting the development of the land subject to the Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.
2. **Mortgage Loans** - Since the issuance of the Bonds, have there been any material changes to mortgage loans (whether changes to an existing loan or incurrence of a new mortgage loan), if applicable, for the land subject to the Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.
3. **Builder Contracts** - Since the issuance of the Bonds, have there been any material changes to builder contracts (including but not limited to changes to price, substantial completion dates, number of lots, or other terms) with respect to the land subject to the Assessments securing the Bonds, which were not disclosed in a previously filed Quarterly Report? If so, describe the material changes.
4. **Ownership** - Since the issuance of the Bonds, other than a sale to a homebuilder pursuant to a Purchase Agreement, has there been any sale, assignment or transfer of ownership of lands subject to the Assessments securing the Bonds by the Master Developer to any third-party developer/land bank, which was not disclosed in a previously filed Quarterly Report? If so, provide the name of the third-party and indicate whether this third-party developer/land bank has executed a Developer Acknowledgement pursuant to the Disclosure Agreement?
5. **Completion Agreement** – Is the Master Developer required to provide evidence of available funds, in addition to the amounts on deposit in the Project Fund, to complete the construction of the Improvement Area #2A Improvements or Improvement Area #2B Improvements? If so, provide (i) evidence of the available sources of funding, (ii) the amount of funding needed to complete the Improvement Area #2A Improvements, Improvement Area #2B Improvements, and private improvement necessary for finished lots, and (iii) remaining timeline for completion of such improvements.
6. **Amendments** – Since the issuance of the Bonds and except as otherwise disclosed in a previously filed Quarterly Report, (i) describe any amendments or waivers to any provision of the Disclosure Agreement, including a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Reporting Parties and (ii) include a copy of the amendment, as applicable.
7. **Other** – Provide any other material information that should be disclosed.

(Remainder of page intentionally left blank.)

EXHIBIT B

**NOTICE TO MSRB OF FAILURE TO
[PROVIDE QUARTERLY INFORMATION][FILE QUARTERLY REPORT]**

[DATE]

Name of Issuer: City of Lavon, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2024 (Elevon Public Improvement District Improvement Area #2A-2B Project) (the “Bonds”)
CUSIP Nos. [insert CUSIP Nos.]
Date of Delivery: _____, 20__

[NOTICE IS HEREBY GIVEN that _____, a _____ (the [“Master Developer”] [“Significant Homebuilder”]) has not provided the [Quarterly Information][Quarterly Report] for the period ending on [Insert Quarterly Ending Date] with respect to the Bonds as required by the Continuing Disclosure Agreement of the Master Developer dated as of November 1, 2024, by and among MA Elevon 429, LLC, a Texas limited liability company (the “Master Developer”), P3Works, LLC (the “Administrator”) and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (the “Dissemination Agent”). [Master Developer] [Significant Homebuilder] anticipates that the [Quarterly Information][Quarterly Report] will be [provided][filed] by _____.]

[NOTICE IS HEREBY GIVEN that [Quarterly Information][the Quarterly Report] for the period ending on [Insert Quarterly Ending Date] with respect to the Bonds as required by the Continuing Disclosure Agreement of the Master Developer dated as of November 1, 2024, by and among MA Elevon 429, LLC, a Texas limited liability company (the “Master Developer”), P3Works, LLC (the “Administrator”) and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (the “Dissemination Agent”) was not filed in a timely manner due to [_____]. [_____, a _____ (the [“Master Developer”] [“Significant Homebuilder”]) anticipates that the [Quarterly Information][Quarterly Report] will be [provided][filed] by _____.][The [Quarterly Information][Quarterly Report] was filed on [_____].]

Dated: _____

HTS Continuing Disclosure Services, a division of
Hilltop Securities Inc., on behalf of the [Master
Developer] [Significant Homebuilder]
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Lavon, Texas

EXHIBIT C

TERMINATION NOTICE

[DATE]

Name of Issuer: City of Lavon, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2024 (Elevon Public Improvement District Improvement Area #2A-2B Project) (the “Bonds”)
CUSIP Nos. [insert CUSIP Nos.]
Date of Delivery: _____, 20__

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

MA Elevon 429, LLC
15443 Knoll Trail Drive, Suite 130
Dallas, Texas 75248

City of Lavon, Texas
P.O. Box 159
Lavon, Texas 75132

[Insert Significant Homebuilder
Contact Information]

HTS Continuing Disclosure Services,
a division of Hilltop Securities Inc.
717 N. Harwood, Suite 3400
Dallas, Texas 75201

NOTICE IS HEREBY GIVEN that _____, a _____ (the [“Master Developer”] [“Significant Homebuilder”]) is no longer responsible for providing [any Quarterly Information][the Quarterly Report] with respect to the Bonds, thereby, terminating such party’s reporting obligations under the Continuing Disclosure Agreement of the Master Developer dated as of November 1, 2024, by and among MA Elevon 429, LLC, a Texas limited liability company (the “Master Developer”), P3Works, LLC (the “Administrator”) and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (the “Dissemination Agent”).

Dated: _____

P3Works, LLC
on behalf of the [Master Developer] [Significant
Homebuilder]
(as Administrator)

By: _____

Title: _____

EXHIBIT D
CERTIFICATION LETTER

[DATE]

Name of Issuer: City of Lavon, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2024 (Elevon Public Improvement District Improvement Area #2A-2B Project)
CUSIP Nos. [insert CUSIP Nos.]
Quarterly Ending Date: _____, 20__

Re: Quarterly Report for Elevon Public Improvement District Improvement Area #2A-2B Project

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of the Master Developer dated as of November 1, 2024, by and among MA Elevon 429, LLC, a Texas limited liability company (the “Master Developer”), P3Works, LLC (the “Administrator”) and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (the “Dissemination Agent”), this letter constitutes the certificate stating that the Quarterly Information, provided by [Master Developer] [_____, as a “Significant Homebuilder”], contained in this Quarterly Report herein submitted by the Administrator, on behalf of the [Master Developer] [Significant Homebuilder], constitutes the [portion of the] Quarterly Report required to be furnished by [Master Developer] [Significant Homebuilder]. Any and all Quarterly Information, provided by the [Master Developer] [Significant Homebuilder], contained in this Quarterly Report for the three month period ending on [*Insert Quarterly Ending Date*], to the best of my knowledge, is true and correct, as of [insert date].

Please do not hesitate to contact our office if you have and questions or comments.

MA Elevon 429, LLC,
a Texas limited liability company
(as Master Developer)

By: _____
Name: _____
Title: _____

OR

[SIGNIFICANT HOMEBUILDER
(as Significant Homebuilder)
By: _____
Title: _____]

EXHIBIT E

**FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT
OF SIGNIFICANT HOMEBUILDER REPORTING OBLIGATIONS**

[DATE]

City of Lavon, Texas
P.O. Box 159
Lavon, Texas 75132

P3Works, LLC

HTS Continuing Disclosure Services,
a division of Hilltop Securities Inc.
717 N. Harwood, Suite 3400
Dallas, Texas 75201

Re: Elevon Public Improvement District Improvement Area #2A-2B Project – Continuing Disclosure Obligation

Dear _____,

As of _____, 202_, you own ____ single family residential lots within Improvement Area #2 of the Elevon Public Improvement District (the “District”) described in Attachment I, attached hereto. Pursuant to Section 2 of the Continuing Disclosure Agreement of the Master Developer (the “Disclosure Agreement”) dated as of November 1, 2024, by and among, MA Elevon 429, LLC, a Texas limited liability company (the “Master Developer”), P3Works, LLC (the “Administrator”) and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. (the “Dissemination Agent”), with respect to the “City of Lavon, Texas Special Assessment Revenue Bonds, Series 2024 (Elevon Public Improvement District Improvement Area #2A-2B Project)” any entity that owns twenty (20) or more of the single family residential lots within Improvement Area #2 is defined as a Significant Homebuilder.

As a Significant Homebuilder, pursuant to Section 6 of the Disclosure Agreement, you acknowledge and assume the reporting obligations under Sections 3(d)(i)-(iii) and Section 4(b) of the Disclosure Agreement for the property which is owned as detailed in the Disclosure Agreement, which is included herewith.

Sincerely,

MA Elevon 429, LLC,
a Texas limited liability company
(as Master Developer)

By: _____
Name: _____
Title: _____

(enclosure)

Acknowledged by:
[INSERT SIGNIFICANT HOMEBUILDER NAME]

By: _____

Title: _____

Address: _____

Phone Number: _____

ATTACHMENT I TO EXHIBIT E

[Insert legal description of relevant lots]

EXHIBIT F

**FORM OF ACKNOWLEDGMENT OF POD DEVELOPER
REPORTING OBLIGATIONS**

[DATE]

[INSERT SIGNIFICANT HOMEBUILDER CONTACT INFORMATION AS APPLICABLE]

Re: Elevon Public Improvement District Improvement Area #2A-2B – Continuing Disclosure Obligation

Dear _____,

As of _____, 20__, you acquired a Development Pod within Improvement Area #[2A][2B] of Elevon Public Improvement District (the “District”) with the intention to develop such parcel of land generally in accordance with the development plan for the District.

Pursuant to Section 2 of the Continuing Disclosure Agreement of the Master Developer dated as of November 1, 2024 (the “Disclosure Agreement of Master Developer”) by and among MA Elevon 429, LLC, a Texas limited liability company (the “Master Developer”), P3Works, LLC (the “Administrator”), and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., (the “Dissemination Agent”) with respect to the “City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2024 (Elevon Public Improvement District Improvement Area #2A-2B Project),” any entity that acquires a Development Pod within the Improvement Area #[2A][2B] of the District with the intention to develop such parcel of land generally in accordance with the development plan for the District is defined as a Pod Developer.

As a Pod Developer, pursuant to Section 5(b) of the Disclosure Agreement of Master Developer, you acknowledge and assume the applicable reporting obligations under Sections 3(d), 3(e) and 4 of the Disclosure Agreement of Master Developer for the property which is owned as detailed in the Disclosure Agreement of Master Developer, which is included herewith.

Sincerely,

MA ELEVON 429, LLC,

a Texas limited liability company

By: MA Partners, LLC,

a Texas limited liability company, its sole manager

By: _____

John D. Marlin, Manager

Acknowledged by:

[INSERT POD DEVELOPER BLOCK]

By: _____

Title: _____

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APPENDIX F

IMPROVEMENT AREA #2A-2B CFA AGREEMENT

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ELEVON PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2A-B
CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

This **ELEVON PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2A-B CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT** (this “Agreement”), dated October 1, 2024 is by and between the **CITY OF LAVON, TEXAS**, a type A general law municipality of the State of Texas (the “City”), and **MA ELEVON 429, LLC**, a Texas limited liability company, (the “Developer”). The Developer and the City are sometimes individually referred to as a “Party” and collectively as the “Parties.”

ARTICLE I
DEFINITIONS

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Indenture (as hereinafter defined).

“**Act**” means the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended.

“**Actual Costs**” means, with respect to each Improvement Area #2A Improvement and Improvement Area #2B Improvement, the costs of the Improvement Area #2A Improvements and the Improvement Area #2B Improvements actually paid or incurred for construction and installation of the Improvement Area #2A Improvements and the Improvement Area #2B Improvements.

“**Administrator**” means, initially, P3Works, LLC, or any other individual or entity designated by the City to administer the District.

“**Annual Service Plan Update**” means the annual update to the Service and Assessment Plan conducted by the Administrator pursuant to the Service and Assessment Plan.

“**Authorized Improvements**” means the improvements authorized by Section 372.003 of the Act, including those listed in Section III of the Service and Assessment Plan. An individual Authorized Improvement, including a completed segment or part, shall be referred to as an **Authorized Improvement**.

“**Bond Ordinance**” means the ordinance adopted by the City Council on October 1, 2024 authorizing the issuance of the Bonds pursuant to the Indenture.

“**Bonds**” means the City’s bonds designated “City of Lavon, Texas, Special Assessment Revenue Bonds, Series 2024 (Elevon Public Improvement District Improvement Area #2A-2B Project)”.

“Budgeted Costs” means the anticipated, agreed upon costs of the Improvement Area #2A Improvements and the Improvement Area #2B Improvements as shown in Exhibit B-1 of the Service and Assessment Plan.

“Certificate for Payment” means a certificate, substantially in the form of **Exhibit B** hereto or otherwise agreed to by the Developer, the Administrator and the City Representative, executed by the Developer and approved by the City Representative, provided each month to the City Representative and the Trustee, specifying the amount of work performed and the amount charged for that work, including materials and labor costs, presented to the Trustee to request payment from the Improvement Area #2A Bond Improvement Account or the Improvement Area #2B Bond Improvement Account of the Project Fund for Actual Costs of Improvement Area #2A Improvements or Improvement Area #2A Improvements under the Indenture.

“City Manager” means the City Manager of the City.

“City Representative” means that official or agent of the City authorized by the City Council to undertake the action referenced herein. As of the date hereof, the City Manager, and/or its designees are the authorized City Representatives.

“Closing Disbursement Request” means the certificate, substantially in the form of **Exhibit A** hereto or otherwise mutually agreed to by the Developer, Administrator and City Representative, executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative (as defined in the Indenture), specifying the amounts to be disbursed for the costs related to the creation of the District and the costs of issuance of the Bonds.

“Construction Contracts” means the contracts for the construction of an each Improvement Area #2A Improvement and Improvement Area #2B Improvement. “Construction Contract” means any one of the Construction Contracts.

“Cost” means the Budgeted Costs or the cost of each Improvement Area #2A Improvement and Improvement Area #2B Improvement as reflected in a Construction Contract, if greater than the Budgeted Costs.

“Cost Overrun” means, with respect to each Improvement Area #2A Improvement and Improvement Area #2B Improvement, the Actual Cost of such Improvement Area #2A Improvement and Improvement Area #2B Improvement in excess of the Budgeted Cost.

“Development Agreement” means that certain Amended and Restated Elevon Development Agreement executed by and between City, Petro-Hunt, LLC, a Texas limited liability company, Far East Lavon, LP, a Texas limited partnership, 78 Straddle, LP, a Texas limited partnership, East Lavon Partners, LP, a Texas limited partnership, and World Land Developers, LP, a Texas limited liability company, S2 Land Development, LLC, MA Land Holdings, LLC and

the Developer, effective as of September 3, 2024, as may be further amended from time to time.

“District” shall mean Elevon Public Improvement District.

“Final Completion” means completion of an Improvement Area #2A Improvement and Improvement Area #2B Improvement in compliance with existing City standards for dedication under the City’s ordinances and the Development Agreement.

“Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so, (ii) is beyond the reasonable control of the affected Party (financial inability excepted), (iii) is not due to the affected Party’s fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) pandemics and epidemics; and (g) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any applicable law or failure to comply with City regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events if caused by the action or inaction of the Developer: (u) economic hardship; (v) changes in market condition; (w) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; (x) weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (y) the occurrence of any manpower, material or equipment shortages; or (z) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for the Authorized Improvements.

“Indenture” means that certain Indenture of Trust between the City and Wilmington Trust, National Association, as trustee, dated as of October 1, 2024 relating to the Bonds.

“Inspector” means (i) with respect to an Improvement Area #2A Improvement or Improvement Area #2B Improvement other than Water Improvements, an individual employed by the City whose job is, in part or in whole, to inspect infrastructure to be owned by the City for compliance with all rules and regulations applicable to the development and the infrastructure inspected, and (ii) with respect to Water Improvements, a SUD Representative whose job is, in part or in whole, to inspect infrastructure to be owned by applicable SUD for compliance with all rules and regulations applicable to the development and the infrastructure inspected.

“Improvement Area” means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #2A and Improvement Area #2B.

“Improvement Area #2A” means that portion of the District generally described in Section II of the Service and Assessment Plan and depicted in Exhibit A-2 to the Service and Assessment Plan and as specifically described in Exhibit N-6 to the Service and Assessment Plan and Exhibit A to the Indenture.

“Improvement Area #2A Improvements” means the Authorized Improvements which only benefit property within Improvement Area #2A of the District, as described in Section III.B., shown on Exhibit B-3 and depicted on Exhibit K-3 to the Service and Assessment Plan.

“Improvement Area #2B” means that portion of the District generally described in Section II of the Service and Assessment Plan and depicted in Exhibit A-2 to the Service and Assessment Plan and as specifically described in Exhibit N-7 to the Service and Assessment Plan and Exhibit B to the Indenture.

“Improvement Area #2B Improvements” means the Authorized Improvements which only benefit property located in the Improvement Area #2B and are described in Section III.E., shown on Exhibit B-3 and depicted on Exhibit K-3 to the Service and Assessment Plan.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements, as determined by the City Council.

“Plans” means the plans, specifications, schedules and related construction contracts for the Improvement Area #2A Improvements and the Improvement Area #2B Improvements, respectively, approved pursuant to the applicable standards, ordinances, procedures, policies and directives of the City, the Development Agreement, a SUD, and any other applicable governmental entity.

“Project Fund” means the fund, including the accounts created and established under such fund, where monies from the proceeds of the sale of the Bonds, excluding those deposited in other funds in accordance with the Indenture, shall be deposited, and the fund by such name created under the Indenture.

“Service and Assessment Plan” means the Amended and Restated Elevon Public Improvement District Service and Assessment Plan adopted on September 3, 2024, as updated October 1, 2024, each by the City Council, prepared pursuant to the Act, and as further amended and updated from time to time.

“SUD” means, as applicable, either (i) the Bear Creek Special Utility District, a political subdivision of the State of Texas, located in Collin County, or (ii) the Nevada Special Utility District, a political subdivision of the State of Texas, located in Collin County.

“SUD Representative” means that official or agent of a SUD authorized by the Board of Directors of such SUD to undertake the action referenced herein.

“Water Improvements” means the water lines, facilities and infrastructure improvements constituting a portion of the Improvement Area #2A Improvements and Improvement Area #2B Improvements.

ARTICLE II RECITALS

Section 2.01. The District, the Improvement Area #2A Improvements and the Improvement Area #2B Improvements.

(a) The City has created the District under the Act for the financing of, among other things, the acquisition, construction and installation of the Improvement Area #2A Improvements and the Improvement Area #2B Improvements.

(b) The City has authorized the issuance of the Bonds in accordance with the provisions of the Act, the Bond Ordinance and the Indenture, a portion of the proceeds of which shall be used, in part, to finance a portion of the Improvement Area #2A Improvements and the Improvement Area #2B Improvements.

(c) All Improvement Area #2A Improvements and Improvement Area #2B Improvements are eligible to be financed with proceeds of the Bonds to the extent specified in the Indenture and the Service and Assessment Plan.

(d) The proceeds from the issuance and sale of the Bonds shall be deposited in accordance with the Indenture.

(e) The Developer will perform or cause to be performed the engineering, construction and development of the Improvement Area #2A Improvements and the Improvement Area #2B Improvements for acquisition and acceptance by the City or, in the case of the Water Improvements, the applicable SUD.

Section 2.02. Agreements. In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

ARTICLE III FUNDING

Section 3.01. Bonds.

(a) The City, in connection with this Agreement, is proceeding with the issuance and delivery of the Bonds.

(b) Subject to the Cost Overrun provisions set forth in the Development Agreement and Section 4.04 of this Agreement, the Bonds will finance a portion of the Actual Costs of the Improvement Area #2A Improvements and the Improvement Area #2B Improvements as provided for in the Service and Assessment Plan, as may be updated or amended. The payment of costs from the proceeds of the Bonds for such Improvement Area #2A Improvements and Improvement Area #2B Improvements shall be made from the Project Fund established under the Indenture.

(c) The City's obligation with respect to the payment of the Improvement Area #2A Improvements and the Improvement Area #2B Improvements shall be limited to the Actual Costs and shall be payable solely from amounts on deposit for the payment of such costs as provided herein and in the Indenture. The Developer agrees and acknowledges that it is responsible for all Cost Overruns, Actual Costs and all expenses related to the Improvement Area #2A Improvements and the Improvement Area #2B Improvements, qualified, however, by the distribution of Cost Underrun (as defined in Section 4.04 hereof) monies, as detailed in Section 4.04. The Developer agrees and acknowledges that, based on the estimated costs of the Improvement Area #2A Improvements and Improvement Area #2B Improvements, it is expected that the Developer or its designees will expend funds for Actual Costs of Improvement Area #2A Improvements and Improvement Area #2B Improvements in amounts greater than the amount deposited in the Project Fund under the Indenture.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project Fund to pay the Costs of the Improvement Area #2A Improvements and the Improvement Area #2B Improvements in the District, including the Developer to the extent it owns any real property in the District. The obligation of a property owner in the District to pay Assessments is not in any way dependent on the availability of amounts in the Project Fund to pay for all or any portion of the Costs of the Improvement Area #2A Improvements and the Improvement Area #2B Improvements.

(e) The Developer acknowledges that any lack of availability of amounts in the funds or accounts established in the Indenture to pay the Costs of the Improvement Area #2A Improvements and the Improvement Area #2B Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Improvement Area #2A Improvements and the Improvement Area #2B Improvements required by this Agreement, the Development Agreement, or any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject.

(f) The Developer acknowledges that some funds may not be immediately available for reimbursement for Actual Costs of the Improvement Area #2A Improvements and the Improvement Area #2B Improvements submitted and approved in accordance with Section 5.02 of this Agreement with an approved Certificate for Payment. Both parties acknowledge that these remaining amounts will be disbursed, to the extent of available monies in the Project Fund under the terms of the Indenture, as money is deposited into the Project Fund for the payment of such costs. Both Parties acknowledge that the availability of funds in the Project Fund does not relieve the Developer from its responsibility to acquire, construct or ensure the construction of the Improvement Area #2A Improvements and the Improvement Area #2B Improvements in accordance with the Development Agreement, the Service and Assessment Plan, and this Agreement.

(g) The Developer acknowledges that HMH/Stratford Elevon JV, LLC (the “Builder”) has or will execute a builder completion agreement (“IA #2B Builder Completion Agreement”) with the Trustee relating to each Builder’s obligations to fund certain of the costs of the Improvement Area #2B Improvements and Private Improvements (as defined in the Development Agreement) in Improvement Area #2B in satisfaction of the requirements of Sections 3.02(c)(vii) and 3.04 of the Development Agreement, and under the terms of each IA #2B Builder Completion Agreement, such Builder has provided or will provide certain, specified evidence of its ability to fund (a “Funding Deficit Funding Source”) its portion of the costs of such Private Improvements and its portion of the costs of the Improvement Area #2B Improvements not funded with proceeds of the Bonds (a “Funding Deficit”). In the event that the Builder fails to provide, maintain or file evidence of its agreed-to Funding Deficit Funding Source under the terms of the IA #2B Builder Completion Agreement, upon notice by the City to the Developer of such failure, the Developer agrees to provide to the City evidence of the Developer’s ability to fund the Builder’s Funding Deficit in conformance with the requirements of Sections 3.02(c)(vii) and 3.04 of the Development Agreement.

Section 3.02. Disbursements and Transfers at Bond Closing.

(a) The City and the Developer agree that from the proceeds of the Bonds and upon the presentation of evidence satisfactory to the Administrator, the City will cause the Trustee to pay at closing of the Bonds from the Costs of Issuance Account of the Project Fund and/or the Improvement Area #2A Bond Improvement Account or the Improvement Area #2B Bond Improvement Account of the Project Fund, an amount not to exceed the amount set forth in the Indenture to the persons entitled to the payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the District as of the delivery of the Bonds, as described in the Service and Assessment Plan, as may be updated and amended.

Section 3.03 Accounts. In addition to the Costs of Issuance Account, there shall be two subaccounts, the Improvement Area #2A Bond Improvement Account and the Improvement Area

#2B Bond Improvement Account, in the Project Fund administered by the Trustee at the direction of the City Representative:

(a) The Improvement Area #2A Bond Improvement Account of the Project Fund. Certain proceeds from the issuance and sale of the Bonds attributable to the Improvement Area #2A Improvements shall be deposited into the Improvement Area #2A Bond Improvement Account of the Project Fund in the amount shown in the Indenture.

(b) The Improvement Area #2B Bond Improvement Account of the Project Fund. Certain proceeds from the issuance and sale of the Bonds attributable to the Improvement Area #2B Improvements shall be deposited into the Improvement Area #2B Bond Improvement Account of the Project Fund in the amount shown in the Indenture.

Section 3.04. Security for the Improvement Area #2A Improvements and Improvement Area #2B Improvements.

(a) Prior to completion and conveyance to the City of an Improvement Area #2A Improvement or Improvement Area #2B Improvement, including a segment, section, or portion thereof, the Developer or the Developer's contractor shall provide to the City a maintenance bond, which maintenance bond shall be for a term of two years from the date of final acceptance of the Improvement Area #2A Improvement or Improvement Area #2B Improvement. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City, through the City attorney, shall retain the right to reject any surety company as a surety for any work hereunder regardless of such company's authorization to do business in Texas. Approvals by the City shall not be unreasonably withheld or delayed. The Developer shall construct or cause to be constructed the Improvement Area #2A Improvements and Improvement Area #2B Improvements in accordance with the City's established ordinances, regulations, policies, procedures, specifications, and the Development Agreement. Prior to City accepting any Improvement Area #2A Improvement or Improvement Area #2B Improvement and/or approving a final disbursement for an Improvement Area #2A Improvement or Improvement Area #2B Improvement, the Developer shall provide an "all bills paid/no liens" affidavit, in the form provided by the City and shall also provide such supporting documentation as required by the City, that affirms that all invoices and bills, other than statutory ten percent (10%) retainage, were paid for the Improvement Area #2A Improvement or Improvement Area #2B Improvement.

(b) The Developer shall construct or cause to be constructed the Water Improvements in accordance with the applicable SUD regulations and the Development Agreement.

ARTICLE IV

DEDICATION OF LAND AND CONSTRUCTION OF IMPROVEMENT AREA #2A IMPROVEMENTS AND IMPROVEMENT AREA #2B IMPROVEMENTS

Section 4.01. Duty of Developer to Construct.

(a) All Improvement Area #2A Improvements or Improvement Area #2B Improvements shall be constructed by or at the direction of the Developer in accordance with the Plans and in accordance with this Agreement and the Development Agreement. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Improvement Area #2A Improvements or Improvement Area #2B Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Improvement Area #2A Improvements or Improvement Area #2B Improvements, to be acquired and accepted by the City (or, with respect to the Water Improvements, the applicable SUD), from the Developer as provided in this Agreement and the Development Agreement.

(b) The Developer shall not be relieved of its obligation to construct or cause to be constructed each Improvement Area #2A Improvement or Improvement Area #2B Improvement and, upon completion, inspection, and acceptance, convey each such Improvement Area #2A Improvement or Improvement Area #2B Improvement to the City (or, with respect to the Water Improvements, the applicable SUD) in accordance with the terms hereof, even if there are insufficient funds in the Project Fund to pay the Actual Costs thereof. In any event, this Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject, with respect to the Improvement Area #2A Improvements or Improvement Area #2B Improvements required in connection with the development of the land within the District.

Section 4.02. No Competitive Bidding. The Improvement Area #2A Improvements or Improvement Area #2B Improvements shall not require competitive bidding pursuant to Sections 252.022(a)(9) and 252.022(a)(11) of the Texas Local Government Code, as amended, based upon current cost estimates.

Section 4.03. Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City with respect to Improvement Area #2A Improvements or Improvement Area #2B Improvements.

Section 4.04. Remaining Funds After Completion of an Improvement Area #2A Improvement or Improvement Area #2B Improvement. Upon the Final Completion of an Improvement Area #2A Improvement (or its completed segment or phase thereof) and payment of all outstanding invoices for such Improvement Area #2A Improvement (or its completed segment

or phase thereof), if the Actual Cost of such Improvement Area #2A Improvement is less than the Budgeted Cost (as it relates to Improvement Area #2A, a “Cost Underrun”), any remaining Budgeted Cost may be made available to pay Cost Overruns on any other Improvement Area #2A Improvement (or its completed segment or phase thereof) with the approval of the City Manager and provided that all Improvement Area #2A Improvements as set forth in the Service and Assessment Plan are undertaken at least in part.

The elimination of a category of Improvement Area #2A Improvement in the Service and Assessment Plan will require an amendment to the Service and Assessment Plan. Upon the approval of a final bid for an Improvement Area #2A Improvement (or segment or phase thereof), if the Construction Contract for an Improvement Area #2A Improvement (or segment or phase thereof) is lower than the Budgeted Cost, funds available from the applicable improvement category may be used as Cost Underruns and applied to another improvement category with the approval of the City Manager, and the Service and Assessment Plan shall be amended or updated in an Annual Service Plan Update to reflect the reallocation of Budgeted Costs. If, upon completion of the Improvement Area #2A Improvements in any improvement category, there are funds remaining in any improvement categories for the Improvement Area #2A Improvements, those funds can then be used to reimburse the Developer for any qualifying costs of the Improvement Area #2A Improvements that have not been previously paid.

Upon the Final Completion of an Improvement Area #2B Improvement (or its completed segment or phase thereof) and payment of all outstanding invoices for such Improvement Area #2B Improvement (or its completed segment or phase thereof), if the Actual Cost of such Improvement Area #2B Improvement is less than the Budgeted Cost (as it relates to Improvement Area #2B, a “Cost Underrun”), any remaining Budgeted Cost may be made available to pay Cost Overruns on any other Improvement Area #2B Improvement (or its completed segment or phase thereof) with the approval of the City Manager and provided that all Improvement Area #2B Improvements as set forth in the Service and Assessment Plan are undertaken at least in part.

The elimination of a category of Improvement Area #2B Improvement in the Service and Assessment Plan will require an amendment to the Service and Assessment Plan. Upon the approval of a final bid for an Improvement Area #2B Improvement (or segment or phase thereof), if the Construction Contract for an Improvement Area #2B Improvement (or segment or phase thereof) is lower than the Budgeted Cost, funds available from the applicable improvement category may be used as Cost Underruns and applied to another improvement category with the approval of the City Manager, and the Service and Assessment Plan shall be amended or updated in an Annual Service Plan Update to reflect the reallocation of Budgeted Costs. If, upon completion of the Improvement Area #2B Improvements in any improvement category, there are funds remaining in any improvement categories for the Improvement Area #2B Improvements, those funds can then be used to reimburse the Developer for any qualifying costs of the Improvement Area #2B Improvements that have not been previously paid.

Section 4.05. Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as “Change Orders”) required for the construction of the Improvement Area #2A Improvements and the Improvement Area #2B Improvements. Developer or its contractors may approve and implement any Change Orders, even if such Change Order would increase the Cost of an Improvement Area #2A Improvement or Improvement Area #2B Improvement, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such Change Orders except to the extent amounts are available pursuant to Section 4.04. If any Change Order is for work that requires changes to be made by an engineer to the construction and design documents and plans previously approved under Section 4.01, then such revisions made by an engineer must be submitted to the City for approval by the City’s engineer prior to execution of the Change Order.

ARTICLE V

ACQUISITION, CONSTRUCTION, AND PAYMENT

Section 5.01. Closing Disbursement Request. In order to receive the disbursement from the Project Fund at closing of the Bonds described in Section 3.02, on or prior to the fifteenth (15th) business day before the closing of the Bonds, the Developer shall cause to be delivered to the Trustee at Closing a Closing Disbursement Request, substantially in the form of **Exhibit A** hereto or otherwise acceptable and agreed to by the Developer, Administrator, and the City Representative for the disbursements described in Section 3.02.

Section 5.02. Certificate for Payment for an Improvement Area #2A Improvement or Improvement Area #2B Improvement.

(a) No payment hereunder shall be made from the Project Fund to the Developer for work on an Improvement Area #2A Improvement or Improvement Area #2B Improvement until a monthly Certificate for Payment is received from the Developer for work with respect to an Improvement Area #2A Improvement or Improvement Area #2B Improvement (or its completed segment or phase thereof). Upon receipt of a Certificate for Payment substantially in the form of **Exhibit B** hereto (and all accompanying documentation acceptable to the City) from the Developer, the City Representative shall conduct a review in order to confirm that such request is complete, that the work with respect to such Improvement Area #2A Improvement or Improvement Area #2B Improvement identified therein for which payment is requested was completed in accordance with all applicable governmental laws, rules and regulations and applicable Plans therefor and with the terms of this Agreement and the Development Agreement, and to verify and approve the Actual Cost of such work specified in such Certificate for Payment (collectively, the “Developer Compliance Requirements”), and shall forward the request to the Trustee. The approval of the Certificate for Payment by the City Representative shall constitute a representation by the City to the Trustee that the Developer Compliance Requirements have been satisfied with respect to the Improvement Area #2A Improvements or Improvement Area #2B Improvements identified therein. The Inspector shall also conduct such review as is required in his

discretion to confirm the matters certified in the Certificate for Payment. The Developer agrees to cooperate with the Inspector in conducting each such review and to provide the Inspector with such additional information and documentation as is reasonably necessary for the Inspector to conclude each such review.

(b) Within fifteen (15) business days of receipt of any Certificate for Payment, the City Representative or their designee shall either (i) approve and execute the Certificate for Payment and forward the same to the Trustee for payment to the Developer in accordance with Section 5.03(a) hereof or (ii) in the event the City Representative or their designee disapproves the Certificate for Payment, give written notification to the Developer of the City's disapproval, in whole or in part, of such Certificate for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certificate for Payment. If a Certificate for Payment seeking reimbursement is approved only in part, the City shall specify the extent to which the Certificate for Payment is approved and shall deliver such partially approved Certificate for Payment to the Trustee for payment to the Developer or its designee in accordance with Section 5.03 hereof, and any such partial work shall be processed for payment under Section 5.03(c) hereof notwithstanding such partial denial.

(c) If the City requires additional documentation, timely disapproves or questions the correctness or authenticity of the Certificate for Payment, the City shall deliver a detailed notice to the Developer within fifteen (15) business days of receipt thereof, then payment with respect to disputed portion(s) of the Certificate for Payment shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction. The denial may be appealed to the City Council by the Developer in writing within thirty (30) days of being denied by the City Representative. Denial of the Certificate for Payment by the City Council shall be attempted to be resolved by half-day mediation between the Parties in the event an agreement is not otherwise reached by the Parties, with the mediator's fee being paid by Developer. The portion of the Certificate for Payment in dispute shall not be forwarded to the Trustee for payment until the dispute is resolved by the City and the Developer.

(d) The City shall deliver the approved or partially approved Certificate for Payment to the Trustee for payment and the Trustee shall make such payment from the Project Fund in accordance with Section 5.03 below.

Section 5.03. Payment for an Improvement Area #2A Improvement or Improvement Area #2B Improvement.

(a) Upon receipt of a reviewed and approved Certificate for Payment, the Trustee shall make payment from the Improvement Area #2A Bond Improvement Account of the Project Fund or the Improvement Area #2B Bond Improvement Account of the Project Fund, as applicable, as designated in the Certificate for Payment pursuant to the terms of the Certificate for Payment and the Indenture in an amount not to exceed the Budgeted Cost for the particular Improvement Area

#2A Improvement or Improvement Area #2B Improvement (or its completed segment), unless a Cost Overrun amount has been approved for a particular Improvement Area #2A Improvement or Improvement Area #2B Improvement. If a Cost Overrun amount has been approved, then the amount reimbursed shall not exceed the Budgeted Amount plus the approved Cost Overrun amount.

(b) Approved Certificates for Payment that await reimbursement shall not accrue interest.

(c) Notwithstanding any other provisions of this Agreement, when payment is made, the Trustee shall make payment directly to the person or entity specified by the Developer in an approved Certificate for Payment, including: (1) a general contractor or supplier of materials or services or jointly to the Developer (or any permitted assignee of the Developer) and the general contractor or supplier of materials or services, as indicated in an approved Certificate for Payment; (2) to the Developer or any assignee of the Developer if an unconditional lien release (or a conditional lien release accompanied by evidence of payment satisfactory to the City) related to the items referenced in the Certificate for Payment is attached to such Certificate for Payment; and (3) to the Developer, or to the third party contractor directly, at Developer's request as specified in the Certificate for Payment, in the event the Developer provides a general contractor's or suppliers of materials unconditional lien release (or a conditional lien release accompanied by evidence of payment satisfactory to the City) for a portion of the work covered by a Developer or any assignee of the Developer to the extent of such lien release. Neither the Trustee, nor the City, City Council, City Manager, or City Representative or their designee shall have any liability for relying on the accuracy of the payee information in any Certificate for Payment as presented by the Developer or its assignees.

(d) Withholding Payments.

Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanic's or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto, including the withholding of any payment that may be associated with the exercise of such remedy, so long as such delay in performance shall not subject the Improvement Area #2A Improvements or the Improvement Area #2B Improvements to foreclosure, forfeiture, or sale.

ARTICLE VI

OWNERSHIP AND TRANSFER OF IMPROVEMENT AREA #2A IMPROVEMENTS AND IMPROVEMENT AREA #2B IMPROVEMENTS

Section 6.01. Improvement Area #2A Improvements or Improvement Area #2B Improvements to be Owned by the City– Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to an Improvement Area #2A Improvement or

Improvement Area #2B Improvement to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least thirty (30) calendar days prior to the transfer of title of an Improvement Area #2A Improvement or Improvement Area #2B Improvement to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's clean title or use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the Improvement Area #2A Improvement or Improvement Area #2B Improvement until the Developer has cured such objections to title to the satisfaction of the City.

Section 6.02. Improvement Area #2A Improvement or Improvement Area #2B Improvement Constructed on City Land or Developer Land. If an Improvement Area #2A Improvement or Improvement Area #2B Improvement is on land owned by the City, the City hereby grants to the Developer, where applicable, a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Improvement Area #2A Improvement or Improvement Area #2B Improvement. The provisions for inspection and acceptance of such Improvement Area #2A Improvement or Improvement Area #2B Improvement otherwise provided herein shall apply. If the Improvement Area #2A Improvement or Improvement Area #2B Improvement is on land owned by the Developer, the Developer hereby grants to the City an easement to enter upon such land for purposes related to inspection and maintenance (pending acquisition and acceptance) of the Improvement Area #2A Improvement or Improvement Area #2B Improvement. The provisions for inspection and acceptance of such Improvement Area #2A Improvement or Improvement Area #2B Improvement otherwise provided herein and in the Development Agreement shall apply.

ARTICLE VII

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.01. Representations, Covenants and Warranties of the Developer. The Developer represents and warrants for the benefit of the City as follows:

(a) Organization. The Developer is a limited liability company duly formed, organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to fulfill its obligations in this Agreement and to carry on its business in the State of Texas as now being conducted as hereby contemplated.

(b) Authority. 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 by the Developer.

(c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Law. The Developer shall not commit, suffer or permit any act to be done in, upon or to the lands of the Developer in the District or the Improvement Area #2A Improvements or Improvement Area #2B Improvements 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 lands in the District or the Improvement Area #2A Improvements or Improvement Area #2B Improvements.

(e) Requests for Payment. The Developer represents and warrants that (i) it will not request payment from the Project Fund for the acquisition, construction or installation of any improvements that are not part of the Improvement Area #2A Improvements or the Improvement Area #2B Improvements, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Certificate for Payments.

(f) Financial Records. For a period of two years after completion of the Improvement Area #2A Improvements or the Improvement Area #2B Improvements, the Developer covenants to maintain proper books of record and account for the construction of the Improvement Area #2A Improvements or the Improvement Area #2B Improvements and all Costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles and shall be available for inspection by the City or its agents at any reasonable time during regular business hours on reasonable notice.

(g) Plans. The Developer represents that it has obtained or will obtain approval of the Plans from all appropriate departments of the City, the applicable SUD, and from any other public entity or public utility from which such approval must be obtained. The Developer further agrees that, subject to the terms hereof, the Improvement Area #2A Improvements or the Improvement Area #2B Improvements have been or will be constructed in full compliance with such Plans and any change orders thereto consistent with the Act, this Agreement and the Development Agreement. Developer shall provide as-built plans for all Improvement Area #2A Improvements or Improvement Area #2B Improvements to the City.

(h) Additional Information. The Developer agrees to cooperate with all reasonable written requests for nonproprietary information by the initial purchaser of the Bonds, the Inspector and the City Representative related to the status of construction of the Improvement Area #2A Improvements or the Improvement Area #2B Improvements within the District, the anticipated completion dates for future improvements and any other matter that the initial purchaser of the Bonds or City Representative deems material to the investment quality of the Bonds.

(i) Continuing Disclosure Agreement. The Developer agrees to provide the information required pursuant to the Continuing Disclosure Agreement executed by the Developer,

the Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent, dated as October 1, 2024 in connection with the Bonds.

(j) Tax Certificate. The City will deliver a certificate relating to the Bonds (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the “Tax Certificate”) containing covenants and agreements designed to satisfy the requirements of 26 U.S. Code Sections 103 and 141 through 150, inclusive, and the federal income tax regulations issued thereunder relating to the use of the proceeds of the Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of 26 U.S. Code Section 148 (collectively, “Bond Proceeds”).

The Developer covenants to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developer further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the Bonds and will be, to the best of the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of that date, and (ii) the Developer will make reasonable inquiries to ensure such truth, correctness and completeness. The Developer covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds (including, but not limited to, the use of the Improvement Area #2A Improvements or the Improvement Area #2B Improvements) that would cause any of the covenants or agreements of the City contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the Bonds for federal income tax purposes.

(k) Financial Resources. The Developer represents and warrants that it has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement, the Service and Assessment Plan and the Development Agreement.

Section 7.02. Indemnification and Hold Harmless. The Developer shall assume the defense of, and indemnify and hold harmless the Inspector, the City, employees, officials, officers, representatives and agents of the City, and each of them (each an “Indemnified Party”), from and against all actions, damages, claims, losses or expense of every type and description to which they may be subjected or put, by reason of, or resulting from the breach of any provision of this Agreement by the Developer, the negligent design, engineering and/or construction by the Developer or any architect, engineer or contractor hired by the Developer of any of the Improvement Area #2A Improvements or the Improvement Area #2B Improvements or other Authorized Improvements constructed by the Developer hereunder, the Developer’s nonpayment under contracts between the Developer and its consultants, engineers, advisors, contractors, subcontractors and suppliers in the provision of the Improvement Area #2A Improvements or the Improvement Area #2B Improvements or other Authorized Improvements constructed by Developer, or any claims of Persons employed by the Developer or its agents to construct such

projects. Notwithstanding the foregoing, no indemnification is given hereunder for any action, damage, claim, loss or expense directly attributable to the willful misconduct or gross negligence of any Indemnified Party. The City does not waive its defenses and immunities, whether governmental, sovereign, official, or otherwise, and nothing in this Agreement is intended to or shall confer any right or interest in any person not a party hereto.

Section 7.03. Use of Monies by City; Changes to Indenture. The City agrees not to take any action or direct the Trustee to take any action to expend, disburse or encumber the monies held in the Project Fund and any monies to be transferred thereto for any purpose other than the purposes permitted by the Indenture. Prior to the acceptance of all the Improvement Area #2A Improvements or the Improvement Area #2B Improvements, the City agrees not to modify or supplement the Indenture without the approval of the Developer if as a result or as a consequence of such modification or supplement: (a) the amount of monies that would otherwise have been available under the Indenture for disbursement for the Costs of the Improvement Area #2A Improvements or the Improvement Area #2B Improvements is reduced, delayed or deferred, (b) the obligations or liabilities of the Developer are or may be substantially increased or otherwise adversely affected in any manner, or (c) the rights of the Developer are or may be modified, limited, restricted or otherwise substantially adversely affected in any manner.

Section 7.04. No Reduction of Assessments. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied within the Improvement Area #2A and Improvement Area #2B as of the effective date of this Agreement.

ARTICLE VIII TERMINATION

Section 8.01. Mutual Consent. This Agreement may be terminated by the mutual, written consent of the City and the Developer, in which event the City may either execute contracts for or perform any remaining work related to the Improvement Area #2A Improvements or the Improvement Area #2B Improvements not accepted by the City or other appropriate entity and use all or any portion of funds on deposit in the Project Fund or other amounts transferred to the Project Fund under the terms of the Indenture to pay for same, and the Developer shall have no claim or right to any further payments for the Costs of an Improvement Area #2A Improvement or Improvement Area #2B Improvement hereunder for any remaining work, except as otherwise may be provided in such written consent.

Section 8.02. City's Election for Cause.

(a) The City, upon notice to Developer and the passage of the cure period identified in subsection (b) below, may terminate this Agreement, without the consent of the Developer if the

Developer shall breach any material covenant or default in the performance of any material obligation hereunder.

(b) If any such event described in Section 8.02(a) occurs, the City shall give written notice of its knowledge of such event to the Developer, and the Developer agrees to promptly meet and confer with the Inspector and other appropriate City staff and consultants as to options available to assure timely completion, subject to the terms of this Agreement, of the Improvement Area #2A Improvements or the Improvement Area #2B Improvements. Such options may include, but not be limited to, the termination of this Agreement by the City. If the City elects to terminate this Agreement, the City shall first notify the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice) of the grounds for such termination and allow the Developer a minimum of forty-five (45) days to eliminate or to mitigate to the satisfaction of the City the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Developer, to the reasonable satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), as determined reasonably by the City, the Developer has not eliminated or completely mitigated such grounds to the satisfaction of the City, the City may then terminate this Agreement. In the event of the termination of this Agreement, the Developer is entitled to payment for work accepted by the City related to an the Improvement Area #2A Improvement or the Improvement Area #2B Improvement only as provided for under the terms of the Indenture and this Agreement prior to the termination date of this Agreement. Notwithstanding the foregoing, so long as the Developer has breached any material covenant or defaulted in the performance of any material obligation hereunder, notice of which has been given by the City to the Developer, and such event has not been cured or otherwise eliminated by the Developer, the City may in its discretion cause the Trustee to cease making payments for the Actual Costs of the Improvement Area #2A Improvements or the Improvement Area #2B Improvements, provided that the Developer shall receive payment of the Actual Costs of any Improvement Area #2A Improvements or Improvement Area #2B Improvements that were accepted by the City at the time of the occurrence of such breach or default by the Developer upon submission of the documents and compliance with the other applicable requirements of this Agreement and of the Development Agreement.

(c) If this Agreement is terminated by the City for cause, the City may either execute contracts for or perform any remaining work related to the Improvement Area #2A Improvements or the Improvement Area #2B Improvements not accepted by the City or the applicable SUD and use all or any portion of the funds on deposit in the Project Fund or other amounts transferred to the Project Fund and the Developer shall have no claim or right to any further payments for the Improvement Area #2A Improvements or the Improvement Area #2B Improvements hereunder, except as otherwise may be provided upon the mutual written consent of the City and the Developer or as provided for in the Indenture. The City shall have no obligation to perform any

work related to an Improvement Area #2A Improvement or Improvement Area #2B Improvement or to incur any expense or cost in excess of the remaining balance of the Project Fund.

Section 8.03. Termination Upon Redemption or Defeasance of Bonds. This Agreement will terminate automatically and with no further action by the City or the Developer upon the redemption or defeasance of all outstanding Bonds issued under the Indenture.

Section 8.04. Construction of the Improvement Area #2A Improvements or the Improvement Area #2B Improvements Upon Termination of this Agreement. Notwithstanding anything to the contrary contained herein, upon the termination of this Agreement pursuant to this Article VIII, the Developer shall perform its obligations with respect to the Improvement Area #2A Improvements or the Improvement Area #2B Improvements in accordance with this Agreement and the Development Agreement.

Section 8.05. Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time.

ARTICLE IX MISCELLANEOUS

Section 9.01. Limited Liability of City. The Developer agrees that any and all obligations of the City arising out of or related to this Agreement are special obligations of the City, and the City's obligations to make any payments hereunder are restricted entirely to the moneys, if any, in the Project Fund and from no other source. Neither the City, the Inspector, City Representative nor any other City employee, officer, official or agent shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 9.02. Audit. The Inspector, City Representative or a finance officer of the City shall have the right, during normal business hours and upon the giving of three business days' prior written notice to a Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Improvement Area #2A Improvements or Improvement Area #2B Improvements and any bids taken or received for the construction thereof or materials therefor.

Section 9.03. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: Kim Dobbs City Manager City of Lavon 120 School Road P.O. Box 340 Lavon, Texas 75166 kdobbs@lavontx.gov
With a copy to:	Attn: Julie Fort Messer, Fort & McDonald 6371 Preston Road, STE 200 Frisco, Texas 75034 julie@txmunicipallaw.com
To the Developer:	Attn: John Marlin MA Elevon 429, LLC 15443 Knoll Trail Drive, Suite 130 Dallas, Texas 75248 jmarlin@madev.com
With a copy to:	Attn: Drew Slone Locke Lord LLP 2200 Ross Avenue, Suite 2800 Dallas, Texas 75201 dslone@lockelord.com

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

The City shall advise the Developer of the name and address of any Inspector who is to receive any notice or other communication pursuant to this Agreement.

Section 9.04. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent possible.

Section 9.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Any receivables due under this Agreement may be assigned by the Developer without the consent of, but upon written notice to

the City pursuant to Section 9.03 of this Agreement. The obligations, requirements, or covenants of this Agreement shall be able to be assigned to an affiliate or related entity of the Developer, or any lien holder on the Property, without prior written consent of the City. The obligations, requirements, or covenants of this Agreement shall not be assigned by the Developer to a non-affiliate or non-related entity of the Developer without prior written consent of the City Manager, except pursuant to a collateral assignment to any person or entity providing construction financing to the Developer for the Developer for an Improvement Area #2A Improvement or Improvement Area #2B Improvement, provided such person or entity expressly agrees to assume all obligations of the Developer hereunder if there is a default under such financing and such Person elects to complete the Improvement Area #2A Improvement or Improvement Area #2B Improvement. No such assignment shall be made by the Developer or any successor or assignee of the Developer that results in the City being 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. In connection with any consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee’s express assumption of all obligations of the Developer hereunder and/or upon any other reasonable factor which the City deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned. The City may assign by a separate writing certain rights as described in this Agreement and in the Indenture, to the Trustee and the Developer hereby consents to such assignment.

Section 9.06. Other Agreements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the District. Nothing herein shall be construed as affecting the City’s or the Developer’s rights or duties to perform their respective obligations under other agreements, use regulations, ordinances or subdivision requirements relating to the development of the lands in the District, including the applicable Construction Contracts and the Development Agreement. To the extent there is a conflict between this Agreement and the Indenture, the Indenture shall control. To the extent there is a conflict between this Agreement and the Development Agreement, this Agreement shall control.

Section 9.07. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by any other party, or the failure by a party to exercise its rights upon the default of any other party, shall not constitute a waiver of such party’s right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

Section 9.08. Merger. No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Agreement shall be binding.

Section 9.09. Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City or the Developer shall be for the sole and exclusive benefit of the City and the Developer.

Section 9.10. Amendment. Except as otherwise provided in Section 9.05, upon agreement by the parties, this Agreement may be amended, from time to time in a manner consistent with the Act, the Indenture, and the Bond Ordinance by written supplement hereto and executed in counterparts, each of which shall be deemed an original.

Section 9.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 9.12. Effective Date. This Agreement shall become effective as of the date first above written. All representations and warranties set forth therein shall be deemed to have been made on the effective date of this Agreement and on the Closing Date of the Bonds.

Section 9.13. No Waiver of Powers or Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights except as necessary to allow Developer to enforce its remedies under this Agreement.

Section 9.14. Statutory Verifications. The Developer 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 Developer 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 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, Government Code. The foregoing representation excludes the Developer 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 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, Government Code.

c. 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), Government Code.

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), Government Code.

[Execution pages follow.]

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

ATTEST:

CITY OF LAVON, TEXAS

Name: Rae Norton
Title: City Secretary

By: _____
Name: Vicki Sanson
Title: Mayor

(City Seal)

DEVELOPER:

MA ELEVON 429, LLC,

a Texas limited liability company

By: MA Partners, LLC,

a Texas limited liability company, its sole
manager

By: _____
John D. Marlin, Manager

Exhibit A

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for MA Elevon 429, LLC, (the “Developer”) and requests payment from:

[the Costs of Issuance Account of the Project Fund][the Improvement Area #2A Bond Improvement Account of the Project Fund] [[the Improvement Area #2B Bond Improvement Account of the Project Fund] from Wilmington Trust, National Association (the “Trustee”) in the amount of _____DOLLARS (\$_____) for costs incurred in the establishment, administration, and operation of the Elevon Public Improvement District (the “District”), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Elevon Public Improvement District Improvement Area #2A-B Construction, Funding, and Acquisition Agreement between the Developer and the City, dated as of October 1, 2024 (the “CFA Agreement”).

In connection to the above referenced payments, 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 above referenced establishment, administration, and operation of the District 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 Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the CFA Agreement, the Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the 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 said review.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment Instructions

I hereby declare that the above representations and warranties are true and correct.

DEVELOPER:

MA ELEVON 429, LLC,
a Texas limited liability company

By: MA Partners, LLC,
a Texas limited liability company, its sole manager

By: _____
John D. Marlin, Manager

APPROVAL OF REQUEST

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and authorizes and directs payment of such amounts by Trustee from the accounts listed below to the Developer or other person designated by the Developer.

Closing Costs	Amount to be Paid by Trustee from Costs of Issuance Account	Amount to be paid by Trustee from Improvement Area #2A Bond Improvement Account	Amount to be paid by Trustee from Improvement Area #2B Bond Improvement Account
\$_____	\$_____	\$_____	\$_____

CITY OF LAVON, TEXAS

By:_____

Name: _____

Title: _____

Date: _____

Exhibit B

CERTIFICATE FOR PAYMENT FORM – IMPROVEMENT AREA #2A-B PROJECT

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Elevon Public Improvement District Improvement Area #2A-B Construction, Funding, and Acquisition Agreement between the Developer and the City, dated as of October 1, 2024 (the “CFA Agreement”).

The undersigned is an agent for MA Elevon 429, LLC, a Texas limited liability company (the “Developer”) and requests payment to the Developer (or to the person designated by the Developer) from:

_____ the Improvement Area #2A Bond Improvement Account of the Project Fund

_____ the Improvement Area #2B Bond Improvement Account of the Project Fund

from Wilmington Trust, National Association, (the “Trustee”), in the amount of _____ (\$_____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Improvement Area #2A Improvements and/or Improvement Area #2A Improvements providing a special benefit to property within the Elevon Public Improvement District.

In connection with 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 Certificate for Payment Form on behalf of the Developer and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the below referenced Improvement Area #2A Improvements and/or Improvement Area #2A Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Improvement Area #2A Improvements and/or Improvement Area #2A Improvements below is a true and accurate representation of the Improvement Area #2A Improvements and/or Improvement Area #2A Improvements associated with the creation, acquisition, or construction, or installation of said Improvement Area #2A Improvements and/or Improvement Area #2A Improvements and such costs (i) are in compliance with the CFA Agreement, and (ii) are consistent with and within the cost identified for such Improvement Area #2A Improvements and/or Improvement Area #2A Improvements as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the CFA Agreement, the Indenture, and the Service and Assessment Plan.

5. The Developer or their assignee is not delinquent on PID assessments or property taxes for property under their respective control within the District.

6. All conditions set forth in the Indenture and the CFA Agreement for the payment hereby requested have been satisfied.

7. The work with respect to Improvement Area #2A Improvements and/or Improvement Area #2A Improvements referenced below (or its completed segment) has been completed, and the Inspector has inspected such Improvement Area #2A Improvements and/or Improvement Area #2A Improvements (or its completed segment).

8. 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 said review.

Payments requested are as follows:

Payee / Description of Improvement Area #2A Improvement	Total Cost of Improvement Area #2A Improvement	Budgeted Cost of Improvement Area #2A Improvement	Amount requested to be paid from the Improvement Area #2A Bond Improvement Account	Total amount disbursed from the Improvement Area #2A Bond Improvement Account upon payment of sums under this Payment Certificate

Payee / Description of Improvement Area #2B Improvement	Total Cost of Improvement Area #2B Improvement	Budgeted Cost of Improvement Area #2B Improvement	Amount requested to be paid from the Improvement Area #2B Bond Improvement Account	Total amount disbursed from the Improvement Area #2B Bond Improvement Account upon payment of sums under this Payment Certificate

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are **“bills paid” affidavits and supporting documentation** in the standard form for City construction projects evidencing that any contractor or subcontractor having performed work on an Improvement Area #2A Improvement and/or Improvement Area #2A Improvement described above has been paid in full for all work completed through the previous Certificate for Payment.

Pursuant to the CFA Agreement, after receiving this payment request, the Inspector has inspected the Improvement Area #2A Improvements and/or Improvement Area #2A Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

Dated: _____.

DEVELOPER:

MA ELEVON 429, LLC,
a Texas limited liability company

By: MA Partners, LLC,
a Texas limited liability company, its sole manager

By: _____
John D. Marlin, Manager

APPROVAL OF REQUEST

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below by Trustee from the Project Fund to the Developer or other person designated by the Developer as listed and directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the CFA Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Improvement Area #2A Improvements and/or Improvement Area #2A Improvements.

Pursuant to the CFA Agreement, after or upon receiving this payment request, the City has inspected or been provided inspection reports for the Improvement Area #2A Improvements and/or Improvement Area #2A Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Improvement Area #2A Bond Improvement Account	Amount to be paid by Trustee from Improvement Area #2B Bond Improvement Account
\$_____	\$_____	\$_____

CITY OF LAVON, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX G
DEVELOPMENT AGREEMENT

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**AMENDED AND RESTATED ELEVON
DEVELOPMENT AGREEMENT**

AMONG

MA ELEVON 429, LLC

MA LAND HOLDINGS, LLC

PETRO-HUNT, L.L.C.

FAR EAST LAVON, LP

78 STRADDLE, LP

EAST LAVON PARTNERS, LP

WORLD LAND DEVELOPERS, LP

S2 LAND DEVELOPMENT, LLC

AND

THE CITY OF LAVON, TEXAS

Dated: 9-3, 2024

AMENDED AND RESTATED ELEVEN DEVELOPMENT AGREEMENT

This Amended and Restated Eleven Development Agreement (this “**Agreement**”) is entered into between Petro-Hunt, L.L.C., a Texas limited liability company, Far East Lavon, LP, a Texas limited partnership, 78 Straddle, LP, a Texas limited partnership, East Lavon Partners, LP, a Texas limited partnership, and World Land Developers, LP, a Texas limited partnership (collectively, the “**Owners**”), MA Eleven 429, LLC, a Texas limited liability company, MA Land Holdings, LLC, a Texas limited liability company, S2 Land Development, LLC, a Texas limited liability company and the City of Lavon, Texas (the “**City**”), a Texas home-rule municipality (each of the foregoing individually, a “**Party**,” and collectively, the “**Parties**”).

Recitals:

WHEREAS, unless otherwise defined: (1) all references to “sections” shall mean sections of this Agreement; (2) all references to “exhibits” shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; (3) all references to “ordinances” or “resolutions” shall mean ordinances or resolutions adopted by the City Council of the City of Lavon (the “**City Council**”); and (4) all capitalized terms used herein shall have the meanings set forth in this Agreement; and

WHEREAS, the Parties other than MA Land Holdings, LLC and S2 Land Development, LLC previously entered into that certain Eleven Development Agreement, dated November 2, 2021, recorded under Document Number 20211112002318500 in the Property Records of Collin County, Texas as amended by that First Amendment to Eleven Development Agreement effective as of January 18, 2022, recorded under Document Number 20220125000136490 in the Property Records of Collin County, Texas (together, the “Original Agreement”); and

WHEREAS, under the Original Agreement, MA Eleven 429, LLC (and its successors, assigns and affiliates) may request the addition of land not to exceed three hundred (300) acres to the Project, and the City may consider an amendment to the Original Agreement to include such additional land (the “**Additional Land**”); and

WHEREAS, the City, the Owners, and MA Eleven 429, LLC desire to amend and restate the Original Agreement to provide for the addition of certain land which is to constitute a portion of the Additional Land in order to provide for certain development terms related to such Additional Land, including terms related to expected zoning and development standards, construction and reimbursement of infrastructure and the provision of utilities for such Additional Land, and the creation of a public improvement district for such Additional Land and the inclusion of such Additional Land in a tax increment reinvestment zone and add applicable parties to this Agreement relating to such land; and

WHEREAS, MA Land Holdings, LLC, an affiliate of MA Eleven 429, LLC owns and intends to develop the “2 Acre Additional Land” (as such term is defined herein), which lies in the city limits, and the “27 Acre Additional Land” (as such term is defined herein); and

WHEREAS, S2 Land Development, LLC is under contract and for expects to own and develop the “150 Acre Additional Land” (as such term is defined herein) and intends to develop

the 150 Acre Property in a manner consistent with the Development Standards and intends to serve as a “Developer” of such land for the purposes of this Agreement; provided that S2 Land Development, LLC may assign its purchase contract for the 150 Acre Additional Land to MA Land Holdings, LLC or an affiliate thereof, including MA Elevon 429, LLC; and

WHEREAS, MA Elevon 429, LLC entered into a contract with the Owners to acquire approximately 1,268.695 acres of land (the “**Contract Land**”), of which approximately 131.651 acres were located within the city limits as of the effective date of the Original Agreement and a 530.736 acre portion of the Contract Land, which 530.736 acre portion was acquired by MA Elevon 429, LLC and has since been annexed into the City; and

WHEREAS, the approximately 530.736 acre portion of the Contract Land annexed into the City, the approximately 131.651 acres located within the city limits as of the effective date of the Original Agreement, and the “2 Acre Additional Land,” collectively totals approximately 664.445 acres being located within the city limits (such property collectively, the “**In-City Property**”); and

WHEREAS, an approximately 606.308 acre portion of the Contract Land, the “27 Acre Additional Land” and the “150 Acre Additional Land,” collectively totals approximately 784.212 acres being located in the extraterritorial jurisdiction of the City (such property collectively, the “**ETJ Property**”); and

WHEREAS, with respect to provisions in this Agreement that are applicable to the Property, the Parties intend that this Agreement will be automatically assigned to the Applicable Developer (to the extent such assignment is necessary) with respect to such portions of the Property that have been acquired by such Developer; and

WHEREAS, with respect to provisions in this Agreement that are applicable to the Property, the Parties intend that this Agreement will be automatically assigned by the Applicable Developer (to the extent necessary) to an affiliate of the Applicable Developer with respect to a specifically identified portion of the Property; and

WHEREAS, it is intended that the Property will be developed by the Applicable Developer and its Affiliates primarily as a residential housing development (the “**Project**”); and

WHEREAS, in order to incentivize the development of the Property and the annexation of the ETJ Property and encourage and support economic development within the City and to promote employment, the City desires to facilitate the development of the Property through the financing of certain Public Improvements and providing certain economic development incentives and grants; and

WHEREAS, in order to finance the Public Improvements, the City Council has created the Elevon Public Improvement District and intends to create one or more additional public improvement districts (collectively, the “**PID**”) over the single-family residential portions of the Property as described by metes and bounds and depicted in the attached Exhibit A-2 (the “**PID Property**”) in accordance with Chapter 372 Texas Local Government Code, as amended (the “**PID Act**”) and has created and intends to expand a tax reinvestment zone over the Property, the term

of which shall be for a period of fifty (50) years from the original date of creation (the “TIRZ”); and

WHEREAS, the City recognizes that financing of the Public Improvements confers a special benefit to the PID Property; and

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), (i) adopt separate Assessment Ordinances to levy Assessments against specially benefitted property within the PID, (ii) approve one or more Service and Assessment Plans which provide for the construction and financing of the Public Improvements payable in whole or in part by and from the Assessments, (iii) enter into a PID Reimbursement Agreement relating to the PID for the reimbursement of Public Improvement Project Costs, (iv) create a TIRZ over or expand a TIRZ to include the Property and approve a TIRZ Project and Finance Plan, all to provide for the construction and financing of the Public Improvements and payment of Public Improvement Project Costs, as more specifically provided herein; (v) enter into the TIRZ Reimbursement Agreement(s) with the Applicable Developer for the payment or reimbursement of the Public Improvement Project Costs not paid for by PID Bond Proceeds in accordance with the TIRZ Act and the TIRZ Project and Finance Plan; (vi) issue multiple series of PID Bonds up to an aggregate maximum principal amount of \$300,000,000 for payment or reimbursement of the Public Improvement Project Costs in accordance with the PID Act and as set forth in the Service and Assessment Plan, and (vii) to provide for a Chapter 380 Texas Tax Code grant to MA Eleven 429, LLC; and

WHEREAS the payment and reimbursement for the Public Improvements shall be solely from (i) the installment payments of Assessments, (ii) proceeds of the PID Bonds, (ii) and revenues from the TIRZ, all as set forth herein, and the City shall never be responsible for the payment of the Public Improvements or the PID Bonds from its general fund or its ad valorem taxes; and

WHEREAS, the Parties agree that the Public Improvements are improvements that qualify as projects under Chapter 311, Texas Tax Code, as amended (the “TIRZ Act”); and

WHEREAS, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, the City intends to use TIRZ Revenues for payment or reimbursement of the Public Improvement Project Costs, as set forth herein; and

WHEREAS, the PID Property has been and shall continue to be annexed voluntarily into the city limits of the City on a Zone by Zone basis, upon the issuance of the first series of PID Bonds for a PID Zone of development in a Zone as set forth herein; and

WHEREAS, immediately following each annexation of the ETJ Property, the City intends to consider zoning the annexed portion of the ETJ Property as a planned development district consistent with the Governing Regulations, and the Parties acknowledge that the Property may be developed and used in accordance with this Agreement notwithstanding any zoning of the Property in conflict with this Agreement; and

WHEREAS, with respect to the ETJ Property, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 et seq of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 et seq of the Texas Local Government Code; and

WHEREAS, this Agreement shall constitute a “permit” under Chapter 245 of the Texas Local Government Code and as allowed pursuant to Section 212.172(g) of the Texas Local Government Code; and

WHEREAS, the City recognizes the positive impact that the annexation and construction and installation of the Public Improvements will bring to the City and that such annexation and construction and installation will promote state and local economic development; to stimulate business and commercial activity in the municipality; for the development and diversification of the economy of the State; development and expansion of commerce in the State, and elimination of unemployment or underemployment in the State.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

“2 Acre Additional Land” means the property described as Tract 1 in Exhibit A-1.

“27 Acre Additional Land” means the property described as Tract 2 in Exhibit A-1.

“150 Acre Additional Land” means the property described as Tract 3 in Exhibit A-1.

“Actual Costs” means the demonstrated, reasonable, allocable, and allowable costs of constructing the Public Improvements, as specified in a payment request in a form that has been reviewed and approved by the City and in an amount not to exceed the amount for each Public Improvement as set forth in the applicable Service and Assessment Plan relating to such Public Improvements, except for authorized reallocations, which include Cost Underruns in any category of Public Improvements being reallocated to cover Cost Overruns in any different category of Public Improvements as approved by the City. Actual Costs may include: (1) the costs incurred by, caused to be incurred by, or on behalf of the Applicable Developer (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Public Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Public Improvements; (3) construction management fees equal to 4% of the hard cost of the Public Improvements (not soft costs); (4) the costs incurred by or on behalf of the Applicable Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (5) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Public Improvements; and

(6) all related permitting and public approval expenses, architectural, engineering, and consulting fees, and governmental fees and charges, and (7) any other costs as allowed by law and agreed to by the Parties.

“Additional Land” is defined in the recitals.

“Affiliates” (i) MA Elevon 429, LLC means any other person directly controlling, or directly controlled by or under direct common control with MA Elevon 429, LLC, and (ii) S2 Land Development, LLC means any other person directly controlling, or directly controlled by or under direct common control with S2 Land Development, LLC. As used in this definition, the term “control,” “controlling” or “controlled by” shall mean the possession, directly, of the power either to: (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Applicable Developer, or (b) direct or cause the direction of management or policies of the Applicable Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Applicable Developer or any affiliate of such lender.

“Agreement” is defined in the introductory paragraph and means this Elevon Development Agreement.

“Agricultural Exemption” is defined in Section 14.25.

“Agricultural Exemption Waiver Agreement” is defined in Section 14.25.

“Annual Installment” means with respect to each parcel subject to Assessments, each annual payment of the Assessments, including any applicable interest and other costs, as set forth and calculated in a SAP.

“Applicable Developer” means the Developer that is developing a particular portion of the Property, as further identified in Exhibit A-3.

“Applicable Law” means any applicable, valid and lawful statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority. Applicable Laws shall include, but not be limited to, City Regulations.

“Appraisal” means an independent appraisal of the property to be assessed in the PID provided by a licensed MAI Appraiser acceptable to the City, such Appraisal to include (i) the projected value of land assuming the construction and installation of the Public Improvements to be financed in part with PID bonds (i.e., “as-complete”), and the construction and installation of the Private Improvements to be financed by the Applicable Developer (i.e., “as-complete”), necessary to get to a Final Lot Value.

“Assessment Ordinance” means the City’s ordinance(s) approving the SAP(s) and levying Assessments on the benefitted PID Property within the PID.

“Assessments” means those certain assessments levied by the City pursuant to the PID Act on specially benefitted parcels within the PID for the purpose of paying the costs of the Public Improvements.

“Assessment Revenue” means the revenues received by the City from the collection of Assessments.

“Bear Creek SUD” means the Bear Creek Special Utility District.

“Builder Completion Agreement” means an agreement satisfactory to the City entered into between the Trustee and a Publicly-Held Builder or a Substantial Builder for the completion of improvements within the Elevon Development.

“City” is defined in the introductory paragraph and means the City of Lavon, Texas.

“City Council” means the City Council of the City of Lavon, Texas.

“City Regulations” mean the applicable, valid and lawful City Code provisions, ordinances, and uniform and international building and construction codes, duly adopted by the City, as they may be amended, which shall be applied to the Elevon Development, and the Governing Regulations.

“City Representative” means the City Administrator or designee which may include a third-party inspector or representative.

“City Tax Increment” means, for any given year beginning with the 2021 tax year, forty-five percent (45%) of the ad valorem property taxes levied and collected by the City for that year on the captured appraised value of real property taxable by the City and located within the TIRZ for the term of the TIRZ, as set forth in 3.06 herein.

“Closing Disbursement Request” means the Closing Disbursement Request described in Section 7.03, the form of which is attached as Exhibit B.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable Governmental Authorities have been obtained for construction of the applicable improvement, or portion thereof, as the case may be, in each PID Phase; (ii) all necessary permits for the initiation of construction of the improvement, or portion thereof, as the case may be, in each PID Phase pursuant to the respective plans therefore having been issued by all applicable Governmental Authorities; and (iii) grading for the construction of the applicable improvement, or portion thereof, as the case may be, has commenced.

“Completion of Construction” shall mean that (i) the construction of the applicable Public Improvement, or portion or segment thereof, as the case may be, benefitting the Property has been substantially completed in accordance with City Regulations; and (ii) the City has with respect to applicable Public Improvements accepted the respective Public Improvements or segment or portion thereof.

“Concept Plan” means that certain conceptual drawing of the Elevon Development which shall be set forth on Exhibit C-1.

“Construction Agreement” mean the Applicable Developer’s contracts for the construction of the Public Improvements.

“Cost Overruns” means those Public Improvement Project Costs that exceed the budget cost set forth in the SAP

“Cost Underruns” means Public Improvement Project Costs that are less than the budgeted cost set forth in the SAP.

“County” means Collin County, Texas.

“County Tax Increment” means the percentage of the County’s ad valorem taxes collected within the Property pursuant to a participation agreement between the County and the City in accordance with the TIRZ Act.

“Cure Time Notice” is defined in Section 12.01.

“Deficit” is defined in Section 3.04.

“Developer” means (i) for any portion of the Property owned by S2 Land Development, LLC, S2 Land Development, LLC and its successors and permitted assigns; assigns and (ii) for all other portions of the Property, MA Elevon 429, LLC, its successors, all affiliates (including, without limitation, MA Land Holdings, LLC) and permitted assigns.

“Developer Contribution” means that portion of the Public Improvement Project Costs that the Applicable Developer is contributing to initially fund the Public Improvements for each PID Phase, as determined pursuant to Section 3.04 and as may be reimbursed as set forth herein.

“Development Annexation Fee” is defined in Section 5.10.

“Development Standards” means the development standards set forth in Exhibit E.

“Effective Date” means, (i) with respect to all Parties other than S2 Land Development, LLC, the date on which such the parties have executed this Agreement and (ii) with respect to S2 Land Development, LLC, the date on which S2 Land Development has both acquired the 150 Acre Additional Land, has executed this Agreement and has provided written notice to the City in accordance with Section 2.03(b) hereof; provided that to the extent that MA Land Holdings, LLC, MA Elevon 429, LLC or any affiliate thereof acquires title to the 150 Acre Additional Land, the Effective Date shall be the date on which MA Land Holdings, LLC, MA Elevon 429, LLC or any Affiliate thereof acquires title to such land. For avoidance of doubt, no portion of an exhibit applicable to the 150 Acre Property shall take effect until S2 Land Development, LLC, MA Elevon 429, LLC or any Affiliate thereof has acquired title to such land.

“Eminent Domain Fees” is defined in Section 4.03.

“End Buyer” means any developer, homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

“Estimated Build Out Value” means the estimated value of an assessed property with fully constructed buildings, as provided by the Applicable Developer and confirmed by the City by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value.

“Event of Default” means the occurrence of a default by a Party in accordance with Section 12.01.

“Elevon Development” means that residential and commercial development to be developed and constructed on the Property as contemplated by the PD and this Agreement.

“Final Lot Value” means the developed lots value established by an Appraisal.

“Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party’s fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) pandemics and epidemics; and (g) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events if caused by the action or inaction of the Applicable Developer: (u) economic hardship; (v) changes in market condition; (w) any strike or labor dispute involving the employees of the Applicable Developer or any Affiliate of the Applicable Developer, other than industry or nationwide strikes or labor disputes; (x) weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (y) the occurrence of any manpower, material or equipment shortages; or (z) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Applicable Developer, or any construction contracts for the Public Improvements.

“Form 1295” is defined in Section 14.21.

“Fully Developed and Improved Lot” means any lot in the Property, regardless of proposed use, intended to be served by the Public Improvements and for which a final plat has been approved by the City and recorded in the real property records of Collin County, Texas.

"Future Improvement Area" means a distinct portion of the PID that may be developed in an existing PID Phase, as a separate and distinct PID Phase, which portion of the PID is in an area of the Property with Assessments levied to pay debt service on outstanding PID Bonds.

"Future Improvement Area Assessed Property" means any and all parcels within a Future Improvement Area as shown on an assessment roll against which a Future Improvement Area Assessment relating to the Future Improvement Area Improvements is levied.

"Future Improvement Area Assessment" means the Assessments levied on Future Improvement Area Assessed Property within a Future Improvement Area to fund Future Improvement Area Improvements.

"Future Improvement Area Bonds" means bonds, notes or other obligations issued or incurred to fund Future Improvement Area Improvements (or a portion thereof) in a Future Improvement Area secured by Future Improvement Area Assessments levied against the Future Improvement Area Assessed Property located within the Future Improvement Area benefitting from the Future Improvement Area Improvements being financed.

"Future Improvement Area Improvements" means the Public Improvements which only benefit the Future Improvement Areas and will be described in the Service and Assessment Plan.

"Gas Franchise Fees" means the five percent (5%) fee that the City currently charges for the use of its rights-of-way, by the provider of natural gas to the Property.

"Governmental Authority" means any Federal, state or local governmental entity (including any taxing authority), the City, or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof) and any arbitrator to whom a dispute has been presented under Applicable Law, pursuant to the terms of this Agreement or by agreement of the Parties.

"Governing Regulations" means the following regulations by which development of the Property shall be governed (collectively, the "Governing Regulations"):

- (a) the Concept Plan, which Concept Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;
- (b) the Open Space Plan, which Open Space Plan is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;
- (c) the Road Plan, which Road Plan, is considered to be a development plan as provided for in Section 212.172 of the Texas Local Government Code;
- (d) the Development Standards as set forth in Exhibit E;
- (e) the development charges set forth in Section 5 below;

- (f) the City's building codes in effect on the date a preliminary plat for that phase is approved by the City for each phase of the Elevon Development and generally applicable within the City's corporate limits;
- (g) the subdivision ordinance of the City in effect on the date a preliminary plat for that phase is approved by the City for each phase of the Elevon Development, as modified by the Development Standards; and
- (h) the PD Zoning.

"HOA" is defined in Section 9.01(a).

"HOA Maintenance Agreement" is defined in Section 9.01(a).

"HOA Maintained Improvements" is defined in Section 9.01(a).

"Home or Property Buyer Disclosure Program" means the disclosure program, which shall mandate that a document meeting the requirements set forth in Exhibit D shall be provided to an End Buyer of residential property within the PID.

"Impositions" shall mean all valid taxes, assessments, use and occupancy taxes, sales taxes, charges, excises, license and permit fees, and other charges by public or Governmental Authority, which are or may be assessed, charged, levied, or imposed by any public or Governmental Authority on the Applicable Developer, or any property or any business owned by the Applicable Developer within City, so long as such Impositions are not illegal exactions, illegal fees or illegal taxes.

"Improvement Area Improvements" means those Public Improvements that are constructed for and only benefit each PID Phase or a portion of a PID Phase of the Elevon Development, as set forth in the Service and Assessment Plan.

"Indenture" means the applicable trust indenture pursuant to which each series of PID Bonds are issued.

"Landowner Consent" means a consent certificate by the owner(s) of the Property consenting to the formation of the PID and the levy of Assessments in substantially the form attached hereto as Exhibit H.

"Lead Developer" means MA Elevon 429, LLC.

"Major Improvements" means those Public Improvements that are constructed for and benefit all PID Property, as set forth in the Service and Assessment Plan.

"Nevada SUD" means the Nevada Special Utility District.

"Open Space Plan" means that certain open space drawing of the Elevon Development which shall be set forth on Exhibit C-2.

“Oversized Public Improvements” means the oversizing of Public Improvements that will serve areas outside the Property.

“Parties” or “Party” means the City, the Owners, and each Developer as parties to this Agreement.

“Payment Certificate” means a certificate for payment submitted pursuant to an Indenture or a PID Reimbursement Agreement as set forth in Section 7.03, substantially in the form attached as Exhibit F. Notwithstanding the foregoing, the PID Administrator may request consolidation of Payment Certificates into one form to be paid from differing sources of revenues.

“PD” or “PD Zoning” means the Planned Development Zoning District Ordinance, to be approved by the City as each Zone is annexed in conformity with the Concept Plan, the Development Standards and this Agreement which will zone the Property.

“Plans and Specifications” means the engineering and architectural drawings and schematic designs of the Private Improvements and Public Improvements approved by the City.

“PID” means Elevon Public Improvement District and/or other public improvement district to be created by the City pursuant to the PID Act encompassing any portion of the Property.

“PID Administrator” means an employee or designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, Assessment Ordinance or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the PID.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bond Proceeds” means the proceeds of the PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the Project Fund.

“PID Bonds” means each series of special assessment revenue bonds issued by the City pursuant to the PID Act for the payment or reimbursements of the Public Improvement Project Costs.

“PID Bond Fee” is defined in Section 14.02.

“PID Phase” means a distinct portion of the PID described by metes and bounds that will be developed as a construction phase of the Elevon Development.

“PID Property” is defined in the recitals.

“PID Reimbursement Agreement(s)” means the agreement between the City and the Applicable Developer in which the Applicable Developer agrees to fund certain Public Improvement Project Costs and the City agrees to reimburse the Applicable Developer for a portion of such costs of the Public Improvement with interest from the proceeds of Assessments or Reimbursement Bonds pursuant to the applicable SAP.

“PID Reimbursement Obligation” means the amount of Assessment or Reimbursement Bond revenue due to the Applicable Developer pursuant to the PID Reimbursement Agreement(s).

“POA” is defined in Section 9.02(a).

“POA Maintenance Agreement” is defined in Section 9.02(a).

“POA Maintained Improvements” is defined in Section 9.02(a).

“Private Improvements” means those private horizontal improvements necessary to get to a Final Lot Value, excluding the Public Improvements, described in the Plans and Specifications, submitted to the City pursuant to the City Regulations or development process, as applicable, being constructed in the PID.

“Project Fund” means the fund by that name created under the applicable Indenture into which PID Bond Proceeds shall be deposited.

“Property” means the real property described by the metes and bounds and depicted in Exhibit A-1 hereof.

“Public Improvements” means public improvements to be developed and constructed or caused to be developed or constructed inside and outside of the PID by the Applicable Developer to serve the assessed property within the PID and the applicable PID Phase, which includes the improvements described in Exhibit G and in the applicable Service and Assessment Plan.

“Public Improvement Financing Date” means the date the City approves a bond purchase agreement and sells the initial series of PID Bonds for each PID Phase. With respect to the initial PID Phase, the Public Improvement Financing Date was February 1, 2022; and, for each subsequent PID Phase thereafter, the Public Improvement Financing Date shall be no later than sixty (60) days from the date the City approves a preliminary amended and restated Service and Assessment Plan for the applicable PID Phase, unless otherwise agreed to by the Applicable Developer and the City; which dates may be extended by written agreement of the Applicable Developer and the City upon City Council approval.

“Public Improvement Project Costs” means the Actual Costs of the Public Improvements as set forth in Exhibit G, as may be amended pursuant to this Agreement and as set forth in the applicable Service and Assessment Plan, such costs to be eligible “project costs,” as defined in the PID Act and the TIRZ Project and Finance Plan.

“Public Safety Site” means 6.8 acres or more of the Property to be dedicated to the City for emergency service usages as shown on the Concept Plan.

“Publicly-Held Builder” means a homebuilder that is a public company, a publicly traded company, a publicly held company, a publicly listed company, or a public limited company with shares of stock which are intended to be freely traded on a stock exchange or in over-the-counter markets, and any subsidiary or affiliate thereof.

“Reimbursement Bonds” means PID Bonds issued pursuant to a PID Reimbursement Agreement to reimburse the Applicable Developer for Public Improvements that have reached Completion of Construction and for prior expenditures of Public Improvement Project Costs that have been verified by the City.

“Road Plan” means that certain roadway plan of the Elevon Development which shall be set forth on Exhibit C-3.

“Service and Assessment Plan” or “SAP” means the Service and Assessment Plan for the PID and any amendments, supplements or updates thereto, adopted and approved by the City that identifies and allocates the Assessments on benefitted parcels within the PID and sets forth the method of assessment, the parcels assessed, the amount of the Assessments, the Public Improvements and the method of collection of the Assessment.

“Sewer Tap Fees” means all fees charged by the City within the each PID Phase to fund the construction of sewer improvements, collected at the time of building permit application to the City, in accordance with the City Regulations in effect from time to time.

“Substantial Builder” means any of (i) a homebuilder that has constructed a minimum of 300 of single family residential homes in the last calendar year, (ii) an entity that is affiliated with or under common control with a homebuilder that has constructed a minimum of 300 of single family residential homes in the last calendar year, or (iii) a single purpose entity formed for the purpose of developing land in the Elevon Development that is managed or controlled by an entity owned or controlled by an entity identified in (i) or (ii).

“SUD” means the Bear Creek SUD or the Nevada SUD, as applicable.

“Tax Certificate” is defined in Section 3.02(f).

“TEC” means the Texas Ethics Commission.

“TIRZ Account” is defined in Section 3.06.

“TIRZ Act” means Chapter 311, Texas Tax Code, as amended.

“TIRZ(s)” means the tax increment reinvestment zone created by the City pursuant to Section 3.06 herein.

“TIRZ Fund” means the fund set up by the City in order to receive the TIRZ Revenues in accordance with this Agreement, the TIRZ Act and the TIRZ Project and Finance Plan.

“TIRZ Zone” means that subaccount of the TIRZ Fund that will receive the TIRZ revenue for that specific Zone of the TIRZ.

“TIRZ Zone Fund” means the fund set up by the City in order to receive the TIRZ Revenues for that TIRZ Zone in accordance with this Agreement, the TIRZ Act and the TIRZ Project and Finance Plan.

“TIRZ Project and Finance Plan” means that certain project plan and finance plan for the TIRZ required by Chapter 311, Texas Tax Code, as amended that sets for the projects to be undertaken in the TIRZ.

“TIRZ Reimbursement Agreement” means a current agreement or any agreement that may be entered in the future between the City and the Applicable Developer in which the Applicable Developer agrees to fund certain Public Improvement Project Costs and the City agrees to reimburse the Applicable Developer for a portion of such costs of the Public Improvement with TIRZ Revenues.

“TIRZ Revenues” means the revenues received from the City Tax Increment and the County Tax Increment collected and deposited to the applicable TIRZ Account.

“Trustee” means the trustee under the Indenture.

“Up Front Bonds” means PID Bonds issued by the City to pay for Public Improvement Project Costs prior to the expenditure of material funds by the Applicable Developer for payment of such Public Improvement Project Costs.

“Water Improvements” means the water lines, facilities and infrastructure improvements needed to serve the Property and constituting Public Improvements.

“Zone” means a portion of the Property described by metes and bounds provided by the Applicable Developer to the City and as further described in the Service and Assessment Plan, which may include multiple phases, including one or more PID Phases.

“Zone Improvements” means those Public Improvements within the Elevon Development that benefit more than one PID Phase but are not Major Improvements.

“380 Grant” means an economic development grant to MA Elevon 429, LLC of a portion of the collected Gas Franchise Fees pursuant to Chapter 380, Texas Local Government Code, as amended, related to any portion of the Property.

ARTICLE II

ELEVON DEVELOPMENT

Section 2.01. Scope of Agreement. This Agreement establishes provisions for the annexation of the Property on a Zone by Zone basis, the establishment of Governing Regulations and PD Zoning, creation of the PID, the apportionment, levying, and collection of Assessments on the Property within the PID, the construction of the Public Improvements; reimbursement, acquisition, ownership and maintenance of the Public Improvements; and the issuance of PID Bonds for the financing of a portion of the Public Improvements benefitting the Property within the PID; the use of TIRZ Revenues; the funding of certain economic development grants; and the dedication of the Public Safety Site.

Section 2.02. Project Overview – Elevon Development.

(a) Each Developer will undertake or cause the undertaking of the design, development, construction, maintenance (until the time of City or SUD acceptance, as applicable), management, use and operation of the Elevon Development, including the Public Improvements in connection with their applicable portion of the Property in accordance with the terms of this Agreement. The Elevon Development will consist of the elements, as set forth and described in the Concept Plan and in the PD if, as and when each PID Phase is acquired by the Applicable Developer to deliver a high-quality, master-planned community.

(b) Subject to the terms and conditions set forth in this Agreement, the Applicable Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements in accordance with the Governing Regulations and subject to the City's approval as provided herein and in accordance with Applicable Law.

(c) Upon completion and acceptance by the City, the City shall own and maintain all of the Public Improvements but not the Water Improvements, which will be owned, operated and maintained by Bear Creek SUD or the Nevada SUD, as applicable.

(d) A maximum of 1,000 multifamily residential units shall be allowed as a part of the development of the Property.

(e) A maximum of 4,373 single family residential units shall be allowed as a part of the development of the Property.

Section 2.03. Additional Provisions Relating to Additional Land.

(a) The Original Agreement allowed for, upon the request of MA Elevon 429, LLC, consideration by the City of an amendment to the Original Agreement to include the Additional Land to the Project. It is agreed by the Parties that this Agreement allows for the inclusion of a portion of the Additional Land to be added to the Project. MA Elevon 429, LLC may request and the City may consider the addition of an additional 123 acres of Additional Land to be added to the Project pursuant any future amendments to this Agreement (the "Remaining Additional Land"). Upon such request, the City shall consider an amendment to this Agreement relating to such Remaining Additional Land.

(b) Upon its acquisition of the 150 Acre Additional Land, S2 Land Development, LLC shall provide written notice to the City of its acquisition of the 150 Acre Additional Land in order to memorialize the Effective Date of this Agreement with respect to S2 Land Development, LLC. Such notice may be delivered by electronic means.

ARTICLE III

PUBLIC IMPROVEMENT DISTRICT AND TAX INCREMENT REINVESTMENT ZONE

Section 3.01. Creation.

The Elevon Public Improvement District has been created over a portion of the PID Property by the City at the request of MA Elevon 429, LLC. Each Developer has requested or

intends to request the creation of a PID encompassing the remainder of the PID Property by submitting a petition to the City that contains a list of the Public Improvements for the PID to be funded or acquired with Assessment Revenues and/or PID Bond Proceeds and the estimated or actual Public Improvement Project Costs. Upon receipt and acceptance of such petition, the City intends to schedule a public hearing to consider the creation of a PID in accordance with the PID Act. The PID will be created, at the City Council's discretion, after such public hearing. Each Developer and the City may enter into a professional services agreement that obligates the Applicable Developer to fund the costs of the City's consultants relating to the creation of the PID and preparation for and issuance of PID Bonds, and agree that such costs are eligible to be reimbursed to the Applicable Developer from such PID Bond Proceeds.

Section 3.02. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article, the City intends to authorize the issuance of the PID Bonds for each PID Phase, which PID Bonds may be in multiple series per PID Phase, up to an aggregate principal amount of \$300,000,000 for all PID Phases to construct, reimburse or acquire the Public Improvements. The Public Improvements to be constructed and funded in connection with the PID Bonds and the levy of Assessments are detailed in Exhibit G and as included in the Service and Assessment Plan, which may be amended from time to time. Each Developer may request issuance of PID Bonds for a PID Phase in the Developer's portion of the PID Property by filing with the City a list of Public Improvements to be funded with the PID Bonds and the estimated or actual Public Improvements Project Costs of such. The PID Bond Proceeds will be used to pay for, reimburse or acquire the Public Improvements. Notwithstanding the foregoing or anything in this Agreement appearing to the contrary, the issuance of each series of PID Bonds is a discretionary, governmental action by the City Council and is subject to future determination by the City Council and is further conditioned upon the adequacy of the bond security and the financial ability and obligation of the Applicable Developer to satisfy the Developer Contribution as set forth in Section 3.04. Furthermore, if the City fails to issue PID Bonds within one hundred eighty (180) days of a request by the Applicable Developer, provided that such failure to issue PID Bonds is not due to any action or inaction of the Applicable Developer, the Developer may terminate this Agreement as to the remainder of its portion of the PID Property as set forth in Section 10.01.

(b) The issuance of each series of PID Bonds (which may include more than one series of PID Bonds for each PID Phase, as determined by the City) is subject to the discretion of the City Council and such PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance.

(c) The following conditions must be satisfied prior to the City's consideration of the sale of any series of PID Bonds:

(i) the aggregate maximum par amount of all PID Bonds shall not exceed \$300,000,000;

(ii) the maximum Assessment shall be no greater than \$1.00 per \$100 of assessed value at the time of the levy of the Assessment on each PID Phase based on the Estimated Build Out Value of each parcel; such rate limit for each PID Phase as determined

at the time of the levy of the Assessments applies on an individual assessed parcel basis by lot type based on Estimated Build Out Value, as will be set forth in more detail in the Service and Assessment Plan. If after application of the limitations set forth herein, Assessments are more than \$1.00 per \$100, a TIRZ credit shall be applied to reduce the Assessments to \$1.00 per \$100 in accordance with the applicable TIRZ Reimbursement Agreement;

(iii) the City will only issue a series of PID Bonds if:

A. For Up Front Bonds: (1) the total assessment value to lien ratio on the PID Phase is at least 1.5:1 at the time of the levy of assessments, and the total assessment value to lien ratio of each series of PID Bonds for each PID Phase is at least 2:1 at the time of the issuance of PID Bonds for each PID Phase; such values shall be confirmed by Appraisal from licensed MAI appraiser, unless the Appraisal determines a value for residential lots at an amount less than \$1,400.00 a front foot. In the case of the Appraisal being less than \$1,400 a front foot, the total assessment value to lien for the PID Bonds to be issued for a PID Phase can be lower than 2:1 (based on the Appraisal) but cannot be lower than 2:1 based on the \$1,400 per front foot at the time of issuance. PID Bond Proceeds in an amount equal to the difference between a 2:1 ratio based on the \$1,400 a front foot and the lower Appraisal ratio shall be restricted until the lien to value ratio meets a minimum of 2:1 as calculated based on the number of completed homes at the average value in that improvement area as identified in the SAP at the time of such PID Bonds being issued, and (2) for additional PID Bonds issued after the first series of PID Bonds are issued for a particular PID Phase which additional PID Bonds are secured by existing Assessments levied within that PID Phase that secure the first series of PID Bonds, the ratio of the appraised value of all property in the PID Phase for which such additional PID Bonds are issued, based on the appraised value of all property in that PID Phase as established by publicly available data from the county appraisal district, to the sum of (x) the principal amount of the additional PID Bonds being issued and (y) the outstanding principal amount of the PID Bonds previously issued for that PID Phase, must be at least 2:1; or

B. For Reimbursement Bonds: the total assessment value to lien ratio is at least 2:1 at the time of issuance of PID Bonds for each PID Phase in the Elevon Development; such values shall be confirmed by Appraisal from licensed MAI appraiser; and

C. Additionally, for Up Front Bonds or Reimbursement Bonds that constitute Future Improvement Area Bonds:

1. The Trustee and the City shall receive a certificate from the Applicable Developer certifying that Major Improvements and Zone Improvements in the prior PID Phase necessary to deliver finished lots in the Future Improvement Area are complete; and

2. The Trustee and the City shall receive a certificate from the

Applicable Developer (including any homebuilder developer) certifying that:

a. property representing at least seventy five percent (75%) of the Assessments within the particular Future Improvement Area for which Future Improvement Area Bonds will be issued (the "**Future Improvement Bonded Area**") is sold to a Publicly-Held Builder or a Substantial Builder; or

b. if property representing less than seventy-five percent (75%) of the Assessments within the particular Future Improvement Bonded Area are to be developed by the Applicable Developer, an application for building permits for twenty-five percent (25%) of the lots or parcels within the prior PID Phase in the Future Improvement Bonded Area has been approved by the City; and

3. The Trustee and City shall receive an Independent Appraisal evidencing that the aggregate value of the assessed parcels in the Future Improvement Area for which Future Improvement Area Assessments have been or will be levied to the sum of (x) the principal amount of the Future Improvement Area Bonds being issued or incurred to finance the Future Improvement Area Improvements for that particular Future Improvement Area and (y) the portion of the outstanding principal amount of any outstanding PID Bonds issued to finance the portion of the Major Improvements and Zone Improvements allocable to such Future Improvement Area, is at least 2:1. In establishing such appraised value, an "*Independent Appraisal*" means (i) the appraised value of all property in the particular Future Improvement Area as established by publicly available data from the county appraisal district or (ii) an Appraisal from a licensed MAI appraiser.

(iv) no Event of Default by the Applicable Developer has occurred or no event has occurred which but for notice, the lapse of time or both, would constitute an Event of Default by the Applicable Developer pursuant to Section 12.01 herein;

(v) subject to Section 3.05, the Applicable Developer or its Affiliates shall own all property to be assessed or all of the property owners in that PID Phase to be assessed have consented to the levy of Assessments, at the time of the levy of Assessments in each PID Phase for which the series of PID Bonds are being issued;

(vi) compliance with the requirements of sections 3.05 and 6.11 herein;

(vii) the Applicable Developer shall have submitted evidence of a closed loan(s) from a bank or financial institution in the amount necessary to fund the Private Improvements, and any other private improvements or private amenities, and the evidence required in Section 3.04 for that portion of the Public Improvements not funded with PID

Bond Proceeds for each applicable PID Phase or Zone for which PID Bonds are being sold. Any loan agreement for such improvements shall have no conditions to funding other than those customarily included in similar financing and such loan shall meet the approval of the City's financial advisor and the underwriter of the PID Bonds. Notwithstanding anything to the contrary, a Publicly-Held Builder or a Substantial Builder that is a developer may provide a Builder Completion Agreement or other evidence satisfactory to the City's financial advisor and the underwriter of its ability to fund the Private Improvements, and any other private improvements or private amenities, and that portion of the Public Improvements not funded with PID Bond Proceeds for each applicable PID Phase or Zone for which PID Bonds are being sold in accordance with Section 3.04;

(viii) a site plan including preliminary engineering is approved by City staff for the Public Improvements for the Phase for which PID Bonds are being issued;

(ix) The Applicable Developer is current on all taxes, assessments, fees and obligations to the City, including without limitation payment of Assessments;

(x) The Applicable Developer is not in default under this Agreement, a PID Reimbursement Agreement, any Developer Continuing Disclosure Agreement, or any other agreement with the City related to the PID;

(xi) No outstanding PID Bonds are in default and no reserve funds have been drawn upon that have not been replenished;

(xii) Submission to the City of a complete application for preliminary plats and preliminary construction plans for the Public Improvements for which the respective series of PID Bonds are being issued to fund;

(xiii) The Administrator has certified that the specified portions of the costs to be paid from the PID Bond Proceeds are eligible to be paid therewith;

(xiv) The City's engineer determines that the Engineer's Report assumptions and details are reasonable;

(xv) The City has determined that there will be no negative impact on the City's creditworthiness, bond ratings, access to or cost of capital, or potential for liability, and that the PID Bonds are structured and marketed appropriately, meet all regulatory and legal requirements and are marketable under financially reasonable terms and conditions;

(xvi) The City has determined that the amount of proposed Assessments and the structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the Authorized Improvements to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy;

(xvii) The maximum maturity for any sales of PID Bonds shall not exceed 30 years from the date of delivery thereof and Assessments shall not be levied for any period exceeding 50 years from the Effective Date of this Agreement;

(xviii) The final maturity for any PID Bonds shall be not later than 50 years from the date of this Agreement;

(xix) A series of PID Bonds may, but shall not be obligated to, include up to two years capitalized interest for that series of PID Bonds;

(xx) The PID Bonds shall be offered and sold and may be transferred or assigned only (A) upon compliance with applicable securities laws; and (B) unless otherwise agreed to by the City, (i) to qualified institutional buyers, investors or accredited investors as such buyers/investors are defined in compliance with applicable securities laws, and (ii) in minimum denominations of \$100,000 or integral multiples of \$5,000 in excess thereof;

(xxi) No information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City; and

(xxii) Each Developer agrees to provide periodic information and notices of certain events regarding such Developer and such Developer's development of the Property within the PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any Developer Continuing Disclosure Agreement.

(d) PID Bonds shall be issued to fund or reimburse the following, in the following order:

(i) Major Improvement Public Improvement Project Costs allocated to each PID Phase; and

(ii) Zone Improvement Public Improvement Project Costs allocated to each PID Phase, if any; and

(iii) Improvement Area Improvement Public Improvement Project Costs for each PID Phase;

(e) Prior to the issuance of a series of PID Bonds by the City, each Developer agrees to provide or cause to be provided all relevant information, including financial information that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any series of PID Bonds. Each Developer agrees, represents, and warrants that any information provided by such Developer for inclusion in a disclosure document for an issue of PID Bonds will not, to its knowledge, contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and each Developer further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds.

(f) If, in connection with the issuance of the PID Bonds, the City is required to deliver a certificate as to tax exemption (a "Tax Certificate") to satisfy requirements of the Internal Revenue Code of 1986, each Developer agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax

Certificate. Each Developer represents that such facts and estimates will be based on its reasonable expectations as of the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Applicable Developer providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond Proceeds, including, but not limited to, the use of the Authorized Improvements, each Developer further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

Section 3.03. Apportionment and Levy of Assessments.

(a) The City intends to levy Assessments on the benefitted PID Property within the PID in accordance herewith and with the Service and Assessment Plan (as such plan is amended supplemented or updated from time to time) and the Assessment Ordinances on or before such time as PID Bonds are issued. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act.

(b) Concurrently with the levy of the Assessments, the Applicable Developer shall execute and deliver a Landowner Consent, substantially in the form set forth in Exhibit H, for the portion of the Property owned or controlled by the Applicable Developer that is subject to Assessments, or otherwise evidence consent to the creation of the PID and the levy of Assessments as determined by the City and shall record evidence and notice of the Assessments in the real property records of Collin County with respect to such portions of the Property, and shall cause any other owner of the PID Property to comply with the requirements as set forth in Section 3.05.

Section 3.04. Developer Contribution. At closing on any series of PID Bonds intended to fund construction of Public Improvements, if the PID Bond Proceeds are not sufficient to pay the estimated Public Improvement Project Costs for the PID Phase to which such PID Bond Proceeds relate, the Applicable Developer shall be required to provide the following with respect to the difference between the estimated Public Improvement Project Costs for each PID Phase and the amount of PID Bond Proceeds available for such PID Phase and minus any approved Applicable Developer expenditures for Public Improvement Project Costs for such PID Phase as confirmed and approved by the City or its PID administrator (the "Deficit") as illustrated below:

	Total Amount of estimated Public Improvement Project Costs of the PID Phase
-	PID Bond Proceeds deposited to Project Fund
-	Approved Applicable Developer Expenditures for Public Improvement Project Costs
=	Total amount of Deficit

Notwithstanding the foregoing, if the Applicable Developer contracts with a Publicly-Held Builder or a Substantial Builder to finance and construct the Public Improvements within a PID Phase without reimbursement from PID Bond Proceeds, the Deficit shall be as illustrated below:

	Total Amount of estimated Public Improvement Project Costs of the PID Phase
-	Approved Applicable Developer Expenditures for Public Improvement Project Costs
=	Total amount of Deficit

(a) Evidence by one or more of the following for the remainder of the Deficit:

(i) a deposit of cash in the amount of Deficit to a designated account under the applicable Indenture from which funds may be drawn to pay the Public Improvement Project Costs for such Phase; or

(ii) satisfactory evidence to the City that the Applicable Developer has sufficient available funds to finance as the Developer Contribution for the Public Improvement Project Costs not to be financed by applicable series of PID Bond Proceeds. Such satisfactory evidence may consist of:

A. A closed loan with a bank or financial institution, acceptable to the City. A representative for the City shall have access to such loan documentation for review.

B. A letter of credit with a financial institution, rated A+/A1 or higher, acceptable to the City. A representative for the City shall have access to such letter of credit documentation for review.

C. Other evidence that the City finds acceptable, in its sole discretion after review.

D. A Builder Completion Agreement with a Publicly-Held Builder or a Substantial Builder.

(b) The determination of the amount of the Deficit shall be estimated prior to pricing of each series of PID Bonds and shall be finalized within five (5) days of pricing of each series of PID Bonds. Evidence required by this Section shall be provided to the City prior to pricing of the applicable series of PID Bonds and any required cash deposit shall be provided at closing of the applicable series of PID Bonds.

Example Calculation of Developer Contribution. For a PID Bond Issuance with Public Improvement Project Costs for a PID Phase equal to \$15,000,000 with estimated PID Bond Proceeds of \$8,000,000 and where the Applicable Developer has expended \$1,000,000 on Public Improvement Project Costs for the PID Phase and those expenditures have been verified and approved, the following is the calculation of the Developer Contribution:

PID Eligible Public Infrastructure Costs	\$ 15,000,000
Anticipated PID Bond Proceeds	(8,000,000)
Expended Public Improvement Project Costs	(1,000,000)
	\$ 6,000,000
Cash Due from Developer at PID Bond Closing	\$ 1,500,000
Amount to be Evidenced with Closed Loan	\$ 4,500,000
	\$ 6,000,000

Section 3.05. Transfer of Property. No sale of property within the PID by the Applicable Developer or Owners is expected to occur prior to the City's levy of Assessments in each PID Phase, such that the Owners or the Applicable Developer shall own all property within a PID Phase at the time of the levy of Assessment on such PID Phase; however, if a transfer of property within the PID occurs, the following provisions shall apply:

(a) *Transfer to a Merchant Homebuilder after the Levy of Assessments*. Upon transfer of property within the PID by the Applicable Developer or its Affiliates after the levy of Assessments to a merchant homebuilder with which the Applicable Developer or its Affiliates have entered into a contract for the sale of residential property within the PID, the Applicable Developer or its Affiliates shall require that such merchant homebuilder agree to participate in the Home or Property Buyer Disclosure Program and shall agree to provide notice meeting the requirements set forth in Exhibit D to an End Buyer of residential property within the PID as required by Texas Property Code, Section 5.014, as amended.

(b) *Transfer to Any Party Prior to Levy of Assessments*. Upon transfer of any property within the PID by the Applicable Developer or its Affiliates prior to the levy of Assessments of the property subject to such transfer, the Applicable Developer shall require, in its contract of sale: (i) an agreement to participate in the Home or Property Buyer Disclosure Program and the provision of notice meeting the requirements set forth in Exhibit D to an End Buyer of residential property within the PID as required by Texas Property Code, Section 5.014, as amended, if such sale is to a merchant homebuilder; (ii) the filing of the Assessment Ordinance, the Creation Resolution, the Landowner Consent and any additional notice of assessment as drafted by the City, in the property records of the property being transferred; and (iii) execution of a consent to the levy of Assessments on such property being transferred in the form prepared by the City.

(c) *Proof of Purchase*. The Applicable Developer shall provide the City and the PID Administrator proof of purchase with respect to all land transfers within the PID between the time of creation of the PID and the time of levy of Assessments for each series of PID Bonds.

Section 3.06. Tax Increment Reinvestment Zone.

(a) The City has created, and intends to expand, a tax increment reinvestment zone pursuant to and in accordance with the TIRZ Act, the term of which shall be fifty (50) years from original date of creation. The TIRZ shall be expanded to include the 2 Acre Additional Land, the 27 Acre Additional Land and the 150 Acre Additional Land. The City shall create multiple accounts within the TIRZ Fund ("**TIRZ Accounts**") that correspond to the commercial, business park, and mixed use portion of the Property and the PID Property, in order to identify and allocate the tax increment as set forth herein and the TIRZ Project and Finance Plan.

(b) The City, in exercising its powers under the TIRZ Act, shall dedicate the City Tax Increment in a minimum amount of forty-five percent (45%) collected within the Property and deposited to the corresponding TIRZ Account for a period of fifty (50) years for the uses described below. Such deposits of the City Tax Increment shall continue in each TIRZ Account for a period equal to the lesser of (i) the time required (subject to (c)(ii) below) for the total aggregate amount allocated to each PID Phase as set forth in the Service and Assessment Plan to be collected, or (ii) the expiration of the term of the TIRZ. To the extent the County participates in the proposed TIRZ

in Subsection (a), the City Tax Increment shall be reduced in a dollar amount equal to the dollar amount of the County Tax Increment contribution.

(c) The City Tax Increment and County Tax Increment, if any, from the PID Property shall be deposited to the TIRZ Fund and used for the following purposes:

(i) First, to pay the City administrative costs relating to the TIRZ, including any reasonable third-party administrative costs; and

(ii) Second, to the applicable TIRZ Account corresponding to each PID Phase and used for the following purposes as determined by the City. The City shall work cooperatively with each Developer in developing and drafting financing plans.

A. To subsidize Assessments for each PID Phase from the applicable TIRZ Account in order to lower the Annual Installments of the Assessments in each PID Phase by assigning TIRZ funds from the TIRZ Account for such phase to offset Assessments for each parcel within the PID Phase on a parcel-by-parcel basis as shown in the Service and Assessment Plan; and then

1. the Improvement Area Improvements Public Improvement Project Costs allocable to each PID Phase that are not assessed for in that same PID Phase, subject to the limitation of (b) above in accordance with the TIRZ Act pursuant to a TIRZ Reimbursement Agreement.

2. the Zone Improvements Public Improvement Project Costs allocable to each PID Phase, that are not assessed for in that same PID Phase, subject to the limitation of (b) above in accordance with the TIRZ Act pursuant to a TIRZ Reimbursement Agreement.

3. The Major Improvements Public Improvement Project Costs allocable to each PID Phase that are not assessed for in that same PID Phase, subject to the limitation of (b) above in accordance with the TIRZ Act pursuant to a TIRZ Reimbursement Agreement.

And/or;

B. To reimburse the costs of the construction or acquisition of public improvements in the TIRZ, in accordance with the TIRZ Act pursuant to a TIRZ Reimbursement Agreement by:

1. Utilizing the TIRZ revenue stream to pay all or a portion of an obligation under a TIRZ Reimbursement Agreement held by the Applicable Developer through a bond issuance secured by TIRZ revenues that the City may consider specific to the TIRZ Reimbursement Agreement infrastructure; and/or

2. Reimbursing the Applicable Developer from TIRZ Revenues.

(d) The City Tax Increment and County Tax Increment, if any, from the commercial, business park, and mixed-use portions of the Property shall be deposited to the TIRZ Fund and used for the following purposes:

(i) First, to pay the City administrative costs relating to the TIRZ, including any reasonable third-party administrative costs;

(ii) Second, to reimburse public improvement attributable to the commercial, business park, and mixed-use portions of the Property in accordance with the TIRZ Act pursuant to a TIRZ Reimbursement Agreement; and

(iii) Third, to provide an economic development grant to the Applicable Developer to incentivize commercial development as set forth in an economic development agreement pursuant to Chapter 380, Texas Local Government Code, as amended.

(e) Upon the refunding of any series of PID Bonds, any reduction in the assessments for such PID Bonds shall mean a dollar-for-dollar reduction in any TIRZ credit allocated to such PID Bonds, with such excess TIRZ funds resulting from such reduction to be used for purposes set forth in the TIRZ Project and Finance Plan.

Section 3.07. TIRZ Fund.

In accordance with the TIRZ Project and Finance Plan, the City Tax Increment and County Tax Increment shall be deposited to the applicable TIRZ Account upon adoption of the ordinance creating the TIRZ.

ARTICLE IV DEVELOPMENT

Section 4.01. Governing Regulations. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the applicable City Regulations, except when in conflict with the Governing Regulations. Upon an administratively complete application for a preliminary plat for any portion of the Property, each Developer may claim vested rights as to the portion of the Property contained in the preliminary plat based upon City Regulations in effect at the time of preliminary plat application. When there is a conflict between the applicable City Regulations and the Governing Regulations, the Governing Regulations shall control. For the avoidance of doubt, any variance, waiver, zoning amendment, or zoning change requested by the Developer and approved by the City for any PD Zoning shall control if in conflict with any other Governing Regulations and shall not require an amendment to this Agreement.

Section 4.02. Concept Plan, Road Plan, and Open Space Plan Revisions. As consideration for the City's obligations under this Agreement and in consideration for the issuance of the PID Bonds, each Developer agrees that the development and use of the Property, including, without limitation, the construction, installation, maintenance, repair and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in general conformance with the Concept Plan, attached as Exhibit C-1, the Open

Space Plan, attached as Exhibit C-2, and the Road Plan, attached as Exhibit C-3, and shall require all builders within the Elevon Development to comply with such Concept Plan Road Plan, and Open Space Plan. Any amendment to the Concept Plan, Road Plan, or Open Space Plan approved by the City Council through its platting or zoning procedures shall be considered an amendment to this Agreement and shall replace the attached Concept Plan, Road Plan, or Open Space Plan, as applicable, and become part of this Agreement. The City Administrator or designee may administratively approve any amendments to the Concept Plan, Road Plan, or Open Space Plan that the City Administrator or designee deems in his or her reasonable discretion to be minor in nature. Without limitation, minor amendments to the Concept Plan, Road Plan, or Open Space Plan may include: (a) adjustments to the street network and layout, including the addition or removal of a roadway as supported by a Traffic Impact Analysis; (b) changes as a result of a finding or determination by a Governmental Authority; and (c) adjustments to the boundaries and area of any undeveloped areas on the Concept Plan or Open Space Plan by less than 25 percent for each land use area.

Section 4.03 Property Acquisition. If necessary for construction of the Public Improvements, the Applicable Developer is responsible for the acquisition of any off-site property rights and interests to allow the Public Improvements to be constructed to serve the Property. The Applicable Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site Public Improvements. The Applicable Developer shall provide evidence of costs, maps, locations and size of infrastructure to the City and obtain the City's consent prior to such acquisition of third-party rights-of-way, consents, or easements needed to construct the off-site Public Improvements. Notwithstanding the above, to the extent an off-site easement is required based on City-approved construction drawings for the Public Improvements, and such easement would be on City-owned land, the City shall grant, at no cost to the Applicable Developer, such easement provided that such construction drawings are submitted and approved by the City. If, however, the Applicable Developer is unable to obtain such third-party rights-of-way, consents, or easements within sixty (60) days of commencing efforts to obtain the needed rights-of-way, consents, or easements, then, as a condition to requiring the Applicable Developer to construct the off-site Public Improvements, the City shall take reasonable steps to secure same, other than for Water Improvements for a SUD, (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Applicable Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Applicable Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Applicable Developer deposits additional Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Applicable Developer with thirty (30) days after any condemnation award or settlement becomes final and

non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain. The amount of Eminent Domain Fees paid by the Applicable Developer shall be reduced by the proportionate amount of City participation due to Oversized Public Improvements, if any. Non-oversized costs will be PID eligible expense(s) as allowable under the PID Act.

Section 4.04 Zoning of the Property. While the Parties expressly acknowledge that the Property (other than the In-City Property) will be annexed in Zones in accordance with this Agreement, the Parties agree that the Governing Regulations and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code. The City shall consider zoning the Property with the PD Zoning consistent with the Governing Regulations, and applicable provisions of this Agreement contemporaneously with annexation of the ETJ Property. Through this Agreement, the Applicable Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section 4.04.

Section 4.05 Annexation. The Parties agree that as each Zone of the PID Property is ready to be developed, the Applicable Developer shall request that the City annex that particular Zone and levy assessments for a PID Phase in the Zone. This Agreement shall serve as the voluntary petition for the Property to be annexed into the city limits of the City. This Agreement constitutes the service plan agreement for providing City services to the ETJ Property. Each Developer acknowledges that it was offered an agreement under Section 43.016, Texas Local Government Code. Each Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the ETJ Property into the City's corporate limits. If the City is unable to complete the annexation of the ETJ Property for any reason, including but not limited to procedural error or legal challenge, each Applicable Developer shall execute another voluntary annexation petition for the ETJ Property, within ten (10) days of being requested to do so. Upon issuance of the PID Bonds for the first PID Phase in a Zone, that Zone shall be annexed into the City.

Section 4.06 Disannexation from Utility District. Any portion of the Property in a Zone being annexed by the City that is in a utility district shall be disannexed by the Applicable Developer, at its own expense, from the utility district as a condition precedent to the issuance of PID Bonds in the Zone by the City in accordance with Section 4.05.

Section 4.07 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the Water Improvements, Bear Creek SUD or the Nevada SUD shall maintain and operate the accepted Water Improvements and provide water service to the Property.

(b) Upon inspection, approval, and acceptance of the sewer and roadway Public Improvements or any portion thereof, the City shall maintain and operate (i) the roadways and storm water infrastructure listed in Exhibit G or any accepted portion thereof and (ii) the accepted sewer infrastructure and provide sewer service to the Property.

(c) An HOA shall maintain and operate the open spaces, common areas, right-of-way irrigation systems, trails, right-of-way landscaping, screening walls, and any other common improvements or appurtenances not maintained and operated by the City.

Section 4.08 Administration of Construction of Public Improvements. The Parties agree that the Applicable Developer will be responsible to construct the on-site and off-site storm, roadway, water and sewer Public Improvements for the Property as listed in Exhibit G; provided, however, that the Lead Developer shall be responsible for management and oversight of all work relating to the construction and completion of the Major Improvements and the Zone Improvements that benefit the 150 Acre Additional Land and any other portion of the PID Property. MA Elevon 429, LLC shall serve as Lead Developer until the final completion of the Major Improvements and such Zone Improvements in accordance with this Agreement, and MA Elevon 429, LLC shall not have the right to assign its rights and obligations under this Section 4.08 to any other party without the consent of the City.

Section 4.09 Sewer Service. The City will be the provider of sanitary sewer within the Property. If this Agreement is ever terminated, the City will still have the ongoing obligation to provide sewer capacity to the Property.

Section 4.10 Confirmation of Capacity and Service for the Property. The City agrees and confirms it will provide sewer service to the Property and shall have capacity available for such sewer service in the ERS amounts shown on the dates set forth in Exhibit I. The City reserves sewer capacity for the Property in the amounts shown on Exhibit I as of the dates set forth on Exhibit I.

Section 4.11 Agreements with a SUD. Each Developer agrees to use its best efforts to acquire, or facilitate the execution of, any agreement between a SUD and the City necessary for the approval of the Attorney General of Texas of any PID Bond.

Section 4.12 Emergency Sirens. In consideration for the City's assistance and cooperation in connection with the issuance by the City of PID Bonds for any part of the Property, the Applicable Developer agrees to pay the City, simultaneously with the closing and funding of the second and third issuance of PID Bonds, a fee at each closing in the amount of \$55,000, with all three fees to be used by the City to purchase and install three emergency warning sirens on the Property as shown on the Concept Plan and as the Property develops. MA 429 Elevon, LLC has paid the applicable fee for the first series of PID Bonds as of the date hereof. The Applicable Developer shall dedicate to the City, at no cost to the City, an easement for the installation and operation of each emergency siren.

Section 4.13 Public Safety Site. MA Elevon 429, LLC has dedicated an approximately 6.8 acre Public Safety Site to the City as shown on the Concept Plan.

Section 4.14 Oversized Public Improvements. No Developer shall be required to construct or fund any Oversized Public Improvements (including permitting and design costs) when such oversizing provides a benefit to land outside the Property, unless, by the commencement of construction, the City has identified Public Improvements which are requested to be oversized. The City shall reimburse the Applicable Developer for the construction of

Oversized Public Improvements within thirty (30) days after the City's acceptance of the Oversized Public Improvements as set forth in this Agreement.

Section 4.15 Thoroughfare Plan; Construction of Certain Road Improvements and Right of Way Dedications.

(a) The Parties acknowledge that the City's existing thoroughfare plan is inconsistent with the Concept Plan and Road Plan for the Elevon Development. As soon as practicable, the City agrees to consider a thoroughfare plan amendment consistent with the Concept Plan and Road Plan as set forth herein.

(b) Once the Developer final plats 400 lots or more of Section 3 south of Elevon Parkway in the existing Elevon Public Improvement District, MA Elevon 429, LLC will dedicate the northern portion of the 90' ultimate right-of-way width and construct 2 lanes of Watkins Road within such right-of-way, which will ultimately be the north side of the road, westbound lanes, from Noble Grove to the eastern property line of Section 3.

(c) Once the Developer plats any portion of Section 3 in the existing Elevon Public Improvement District adjacent to Noble Grove, MA Elevon 429, LLC will dedicate an additional 10' of right-of-way adjacent to and the east side Noble Grove to the City. Only a 10' ROW buffer will be required on the east side of Noble Grove.

Section 4.16 PID Signage. The Developer shall place or cause to be placed a sign on the PID Property that is visible to vehicular traffic entering the PID Property, which sign shall include the phrase: "This development is located within a public improvement district," or other similar language pre-approved by the City in writing. The location of such sign shall be determined by the Applicable Developer at the Applicable Developer's discretion.

Section 4.17 Trails. The Developer agrees to construct or cause the construction of a network of public and private trails, as identified in Exhibit C-2 the Open Space Plan, to provide connectivity throughout the Elevon Development as shown on the Open Space Plan. The trails shall be constructed in segments as required or necessary for each PID Phase or commercial, mixed/use commercial and business park portions of the Elevon Development, and upon completion, the public trails shall be dedicated to the City and maintained by the HOA or POA, as applicable. The eight foot (8 foot) public trails within the commercial, mixed/use commercial and business park portion of the Elevon Development shall be maintained by the HOA or POA for a period of twenty (20) years after dedication to the City, and, thereafter, the City agrees to maintain the eight foot (8 foot) public trails within the commercial, mixed/use commercial and business park portion of the Elevon Development. The HOA or POA will provide ongoing maintenance for the private trails identified in Exhibit C-2.

ARTICLE V

DEVELOPMENT CHARGES

Section 5.01. Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and final plat

review and approval process according to the fee schedule adopted by the City Council and in effect at the time of platting.

Section 5.02. Plan Review and Permit Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's review of plans and specifications and issuance of permits (including building permits) for construction of the Public Improvements according to the fee schedule adopted by the City Council at the time of plan review and permit issuance.

Section 5.03. Impact Fees. Development of this Property shall be subject to the payment of any adopted impact fees according to a fee schedule adopted by the City Council. Upon the adoption of impact fees by the City, the development shall be credited for all capital improvement projects constructed prior to the adoption of the impact fees that are not, or will not, be reimbursed using PID Bond Proceeds or be the subject of a PID Reimbursement Agreement. For any portion of the Oversized Public Improvements and offsite Public Improvements that are on the City's capital improvement plan and are constructed or caused to be constructed by a Developer, and the Applicable Developer is not reimbursed through Assessment Revenue, PID Bonds, the TIRZ Agreement, or any other source of revenue, Chapter 395 shall apply ("Impact Fee Credits"). This Section 5.03 shall only apply to Oversized Public Improvements and offsite Public Improvements that have been transferred to, dedicated to, approved by or accepted by the City. Interest shall not be added to construction costs incurred by the Applicable Developer and reimbursed with Impact Fee Credits.

Section 5.04. Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees according to the fee schedule adopted by the City Council at the time of inspection.

Section 5.05. Sewer Tap Fees. The Development of the Property shall be subject to the Sewer Tap Fees in effect, pursuant to City Regulations, at the time the Sewer Tap Fee is owed and shall be paid at the time and in the manner required by the City Regulations. No additional sewer impact fees, other than as described above, shall be required.

Section 5.06. Public Safety Fee. The Elevon Development shall incur a \$500 public safety fee, due at the time of every building permit application, paid by the applicant for a permit for all properties within the Elevon Development. The proceeds of such fee shall be used to support the provision of public safety services within or benefitting the Elevon Development. Each Developer agrees to include in its contracts with builders or buyers, the requirement to pay such public safety fee at the time a building permit is issued by the City; provided however, that a failure of the Applicable Developer to do so shall not constitute an Event of Default under this Agreement. Each Developer agrees that the City is not obligated to spend the public safety fees received pursuant to this paragraph until such time as an amount that is sufficient to cover said expenditures has been collected. All such public safety fees received by the City shall be accounted for on the City's books and records separate and apart from all other funds of the City and used only for real

property or tangible personal property for public improvements or facilities for the provision of public safety services within or benefitting the Elevon Development.

Section 5.07. Traffic Impact Analysis. A Traffic Impact Analysis (“TIA”) shall be required prior to the development of any PID Phase and each Developer shall be required to obtain inputs and assumptions from the City. Subject to Section 4.14 with respect to Oversized Public Improvements, the Applicable Developer shall construct or cause to be constructed roadway Public Improvements and any roadways, facilities or expansions and enhancements attributable to the Elevon Development that are required under the TIA, as updated or amended from time to time.

Section 5.08. Park Fees. The park, open space and trail obligations set forth in Exhibit C-2 shall satisfy any requirement for parkland or open space dedication or park fees. No Park Fees shall be charged for development of the Property.

Section 5.09. Gas Franchise Fees: The City and MA Elevon 429, LLC have previously entered into an economic development agreement, and intend to amend the existing economic development agreement or enter into an additional economic development agreement subject to the discretion of the City Council, prior to the issuance of PID Bonds for any Additional Land, pursuant to Chapter 380, Texas Local Government Code, as amended, to provide a 380 Grant to MA Elevon 492, LLC of eighty percent (80%) of the total 5% collected on Gas Franchise Fees collected within the Elevon Development for a term of fifty (50) years.

Section 5.10. Development Annexation Fee. Upon the City’s annexation of a Zone into the City limits, the Applicable Developer shall pay to the City, an amount equal to \$100 for each single-family residential lot estimated to be constructed within a Zone (the “Development Annexation Fee”). Notwithstanding anything to the contrary, as PID Phases are developed within a Zone, the Parties agree that the Development Annexation Fee shall be a one-time fee for each Zone and shall not be increased or decreased as a result in a change to the number of single-family residential lots as set forth in a final plat or replat for property within a Zone. All Development Annexation Fees received by the City shall be accounted for on the City’s books and records separate and apart from all other funds of the City and used only for real property or tangible personal property for public improvements or facilities within or benefitting the Elevon Development.

ARTICLE VI

CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

Section 6.01. Project Scope Verification.

(a) Each Applicable Developer will from time to time, as reasonably requested by the City Representative, verify to the City Representative that the Public Improvements are being constructed substantially in accordance with the Plans and Specifications approved by the City. To the extent the City has concerns about such verification that cannot be answered by the Applicable Developer, to the City’s reasonable satisfaction, the Applicable Developer will cause the appropriate architect, engineer or general contractor to consult with the Applicable Developer and the City regarding such concerns.

Section 6.02. Joint Cooperation; Access for Planning and Development.

(a) Cooperation and Timely Response. During the planning, design, development and construction of the Public Improvements, the Parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this project. The City staff will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, each Applicable Developer shall use its best efforts to cause the architect, engineer and other design professionals to attend City meetings if requested by the City and to submit requests so that City staff has reasonable time to review/respond.

Section 6.03. City Not Responsible.

By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of any Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Article. The City's review of any Plans and Specifications is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of any such Plans and Specifications for any purpose. The City's approval of (or failure to disapprove) any such Plans and Specifications, including the site plan, submitted with such Plans and Specifications and any revisions thereto, shall not render the City liable for same, and each Developer respectively assumes and shall respectively be responsible for any and all claims arising out of or from the use of such Plans and Specifications.

Section 6.04. Construction Standards and Inspection.

The Public Improvements will be installed within the public right-of-way or in easements granted to the City. Such easements may be granted at the time of final platting in the final plat or by separate instrument. The Public Improvements shall be constructed and inspected in accordance with applicable state law, City ordinances, building codes, and all others applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Improvements, and this Agreement, provided, however, that if there is any conflict, the regulations of the governing body or entity with jurisdiction over the Public Improvement being constructed shall control.

Section 6.05. Public Improvements to be Owned by the City – Title Evidence.

The Applicable Developer shall furnish to the City a preliminary title report, which must reflect that there are no liens, for land with respect to the Public Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Applicable Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Public Improvement to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. The City is not obligated to review and object to any preliminary title report showing a lien(s) on the subject land, as such reports will not be accepted by the City for review until all liens are released. In the event the City Representative does not approve the preliminary title report, the

City shall not be obligated to accept title to the Public Improvement until the Applicable Developer has cured such objections to title to the satisfaction of the City Representative.

Section 6.06. Public Improvement Constructed on City Land or the Property.

If the Public Improvement is on land owned by the City, the City hereby grants to each Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Improvement. If the Public Improvement is on land owned by a Developer, the Applicable Developer shall dedicate easements by plat or shall execute and deliver to the City such access, maintenance and operation easements as the City may reasonably require in recordable form, and each Developer hereby grants to the City a permanent access, maintenance and operation easement to enter upon such land for purposes related to inspection, maintenance and operation of the Public Improvement. The grant of the permanent easement shall not relieve the Applicable Developer of any obligation to grant the City title to property and/or easements related to the Public Improvement as required by this Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Public Improvement. The provisions for inspection and acceptance of such Public Improvement otherwise provided herein shall apply.

Section 6.07. Revisions to Scope and Cost of Public Improvements.

(a) The Public Improvement Project Costs, as set forth in Exhibit G, may be modified or amended from time to time upon the approval of the City Representative, provided that the total cost of the Public Improvements shall not exceed such amount as set forth in the SAP plus the Developer Contribution. Should the Public Improvements be amended by the City Council in the SAP pursuant to the PID Act, the City Representative shall be authorized to make corresponding changes to the applicable exhibits attached hereto and shall keep official record of such amendments.

(b) Should the estimated Public Improvement Project Costs exceed the amounts set forth in the SAP, the Applicable Developer must make a Developer Contribution at the time of each PID Bond issuance.

Section 6.08. Title and Mechanic's Liens.

(a) Title. Each Developer agrees that the Public Improvements shall not have a lien or cloud on title upon their dedication to and acceptance by the City.

(i) Mechanic's Liens. No Developer shall create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Public Improvements arising from any work performed by any contractor by or on behalf of the Developer. Each Developer agrees that it will not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Public Improvements for work or materials furnished to such Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by such Developer or any contractor, agent or representative of such Developer. The Applicable Developer shall cause any such claim of lien to be fully discharged no later than thirty (30) days after the Applicable Developer's receipt of written notice of the filing thereof.

Section 6.09. City Consent.

Any consent or approval by or on behalf of the City required in connection with the design, construction, improvement or replacement of the Public Improvements or otherwise under this Agreement shall not be unreasonably withheld, delayed, or conditioned. Any review associated with any determination to give or withhold any such consent or approval shall be conducted in a timely and expeditious manner with due regard to the cost to the Applicable Developer associated with delay. This paragraph is not intended to shorten time periods established by the City Regulations.

Section 6.10. Right of the City to Make Inspection.

(a) At any time, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction on the Public Improvements; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the Elevon Development that are imposed by the Applicable Developer or its general contractor or subcontractors. The Applicable Developer shall pay the City's costs for the retention of a third-party inspector.

(b) Inspection of the construction of all Public Improvements shall be by the City Representative or his/her designee. In accordance with Section 5.04, the Applicable Developer shall pay or cause to be paid the inspection fee which may be included as a Public Improvement Project Cost.

(c) City may enter the Property in accordance with customary City procedures to make any repairs or perform any maintenance of Public Improvements which the City has accepted for maintenance. This Section 6.10 is not meant to alter or change the City's right to inspect for other reasons, including but not limited to building inspections, code inspections and construction inspections done through the permitting process.

Section 6.11. Developer Notice of Commencement of Construction.

In the event a Developer is ready to commence construction of Public Improvements that benefit only such Developer's PID Property (the "Requesting Developer"), such Requesting Developer, shall provide written notice to all other Developers of its plans to commence construction of Public Improvements at least 90 days prior to soliciting bids for the construction. The Requesting Developer shall provide the City a copy of such notice contemporaneously with the delivery of the notice to the other Developers within the applicable PID. Such notice shall also include a statement describing the Requesting Developer's (i) general plan regarding the improvements; (ii) intent to levy an Assessment only on such Developer's property, and the estimated dollar amount of such Assessment; and (iii) plans, if any, to issue PID Bonds for reimbursement of the Requesting Developer's construction cost. All other Developers and the

Owners agree to cooperate with the City, if applicable, on behalf of any Requesting Developer to pursue PID financing for such Public Improvements.

ARTICLE VII

PAYMENT OF PUBLIC IMPROVEMENTS

Section 7.01. Overall Requirements.

(a) Subject to Section 4.14 relating to Oversized Public Improvements, the City shall not be obligated to provide funds for any Public Improvement except from (i) the proceeds of the PID Bonds and/or from Assessments pursuant to a PID Reimbursement Agreement and (ii) TIRZ Revenues pursuant to a TIRZ Reimbursement Agreement, all as set forth herein. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds or Assessment Revenue available for the payment or reimbursement of the Public Improvement Project Costs or for the payment of the cost to construct or for the City to acquire a Public Improvement will be sufficient for the construction or acquisition of all of the Public Improvements. Any costs of the Public Improvements in excess of the available PID Bond Proceeds and/or Assessment Revenue pursuant to a PID Reimbursement Agreement and/or TIRZ Revenues pursuant to a TIRZ Reimbursement Agreement shall be the responsibility of the Applicable Developer, subject to the limitations set forth in Section 3.06 herein. Each Developer acknowledges and agrees that any lack of availability of (i) PID Bond Proceeds, (ii) TIRZ Revenues in a TIRZ Account for reimbursement pursuant to the TIRZ Agreement, and/or (ii) Assessment Revenues available pursuant to a PID Reimbursement Agreement, to pay the costs of the Public Improvements, shall in no way diminish any obligation of the Applicable Developer with respect to the construction of or contributions for the Public Improvements required by this Agreement, or any other agreement to which the Applicable Developer is a party, or any governmental approval to which the Applicable Developer or Property is subject.

(b) Upon written acceptance of a Public Improvement, and subject to any applicable maintenance-bond period, if the Public Improvement is in an area that has been annexed the City shall be responsible for all operation and maintenance of such Public Improvement, as applicable, including all costs thereof and relating thereto.

(c) The City's obligation with respect to the reimbursement or payment of the Public Improvement Project Costs shall be limited to the lower of (i) Public Improvement Project Costs as set forth in the Service and Assessment Plan, or (ii) the sum of the following: (a) available PID Bond proceeds deposited in an applicable Project Fund under an Indenture, plus (b) available Assessment Revenues deposited pursuant to a PID Reimbursement Agreement, plus (c) available TIRZ Revenues pursuant to a TIRZ Reimbursement Agreement subject to the limitations set forth in Section 3.06 herein. Such obligation for reimbursement or payment of the Public Improvement Project Costs shall be payable solely from (i) PID Bond Proceeds as provided herein and in the Indenture, (ii) Assessment Revenues deposited pursuant to and as provided in a PID Reimbursement Agreement, and/or (iii) available TIRZ Revenues deposited pursuant to and as provided for in a TIRZ Reimbursement Agreement. Each Developer agrees and acknowledges that it is responsible for all costs and all expenses related to the Public Improvements in excess of the available revenues described above.

(d) The City shall have no responsibility whatsoever to a Developer with respect to the investment of any funds held in the Project Fund or any other account or fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project Fund or other account or fund to pay or reimburse the Public Improvement Project Costs in the PID. The obligation of each Developer to pay the Assessments is not in any way dependent on the availability of amounts in the Project Fund to pay for all or any portion of the Public Improvements Project Costs hereunder.

Section 7.02. Remaining Funds after Completion of a Public Improvement.

If, upon the Completion of Construction of a Public Improvement (or segment or stage thereof) and payment or reimbursement for such Public Improvement, there are Cost Underruns, any remaining budgeted cost(s) will be available to pay Cost Overruns on any other Public Improvement for that PID Phase, at completion of the Public Improvements for each PID Phase and provided that all Public Improvements for such PID Phase, as set forth in the Service and Assessment Plan are undertaken at least in part. The elimination of a category of Public Improvements in a PID Phase as set forth in the Service and Assessment Plan will require an amendment to the Service and Assessment Plan. Upon receipt of all acceptance letters from the City for the Public Improvements within an improvement category as set forth in the Service and Assessment Plan, any Cost Underruns from that category may be released to pay for Cost Overruns in another improvement category, as approved by the City, such approval not to be unreasonably withheld.

Section 7.03. Payment Process for Public Improvements.

(a) The City shall authorize reimbursement of the Public Improvement Project Costs from (i) PID Bond Proceeds, (ii) Assessment Revenues pursuant to a PID Reimbursement Agreement, and/or, (iii) TIRZ Revenues pursuant to a TIRZ Reimbursement Agreement by the Applicable Developer's submittal a Payment Certificate to the City (no more frequently than monthly or less frequently than bi-annually) for Public Improvement Project Costs, as approved by the City. The form of the Payment Certificate is set forth in Exhibit F, as may be modified by an Indenture, a PID Reimbursement Agreement, and/or a TIRZ Reimbursement Agreement. The City shall review the sufficiency of each Payment Certificate with respect to compliance with this Agreement, compliance with the Applicable Law, and compliance with the Service and Assessment Plan, and Plans and Specifications. The City shall review each Payment Certificate within fifteen (15) Business Days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the Indenture, a PID Reimbursement Agreement, and/or a TIRZ Reimbursement Agreement, and payment shall be made to the Applicable Developer pursuant to the terms of, as applicable (x) the Indenture, provided that funds are available under the Indenture, (y) the PID Reimbursement Agreement, provided Assessment Revenues are available, or (z) a TIRZ Reimbursement Agreement, provided TIRZ Revenues are available. Notwithstanding the foregoing, the City shall review the first Payment Certificate within thirty (30) business days of receipt thereof. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to the Applicable Developer pursuant to the terms of the Indenture and/or a PID Reimbursement Agreement, provided that funds are available.

(b) If the City requires additional documentation, timely disapproves or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed notice to the Applicable Developer within fifteen (15) Business Days of receipt thereof, then payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Applicable Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

(c) The City shall reimburse the Public Improvement Project Costs as set forth in Exhibit G and the SAP from funds available pursuant to the Indenture, the TIRZ Reimbursement Agreement or a PID Reimbursement Agreement, as applicable, in the manner set forth in the Indenture, the TIRZ Reimbursement Agreement or a PID Reimbursement Agreement.

(d) Reimbursement to the Applicable Developer and the City for costs relating to the creation of the PID, the levy of assessments and issuance of the PID Bonds may be distributed at closing of the PID Bonds pursuant to a Closing Disbursement Request, in the form attached as Exhibit B as may be modified by an Indenture and/or the PID Reimbursement Agreement. The City will be reimbursed \$50,000 from the first series of PID Bonds issued for such costs incurred by the City prior to the issuance of such PID Bonds. Assessments may be used to pay administrative costs of the PID.

Section 7.04. Public Improvements Reimbursement from Assessment Fund in the Event of a Non-Issuance of PID Bonds.

(a) In the event that the City does not issue the PID Bonds by the Public Improvement Financing Date for a PID Phase, the reimbursement for Public Improvement Project Costs set forth in Exhibit G and in the Service and Assessments Plan may be made on an annual basis from Assessment Revenue pursuant to a PID Reimbursement Agreement pursuant to Chapter 372, Texas Local Government Code, as amended unless the applicable Public Improvement Financing Date has been extended by written agreement between the Applicable Developer and the City and approved by City Council. The conditions and requirements in Section 3.02(c)(ii), (iv), (v) (vi) and (vii), and the 2:1 total assessed value to lien ratio requirement in 3.02(c)(iii)(B) shall apply with the execution of any PID Reimbursement Agreement. Such PID Reimbursement Agreement shall set forth the terms of the annual reimbursement for the costs of the Public Improvement Project Costs and shall provide for the application of the funds in the applicable TIRZ Account to offset or provide a credit for the Annual Installments of the Assessments for such PID Phase. Notwithstanding the foregoing, the levy of Assessments is a governmental function by the City and is at the discretion of the City Council.

(b) Reimbursement shall be made only for the Public Improvements Project Costs as set forth in this Agreement, the Service and Assessment Plan, the PID Reimbursement Agreement, or the TIRZ Reimbursement Agreement. Any additional public improvements constructed by the Applicable Developer and dedicated to the City pursuant to this Agreement, shall not be subject to reimbursement under the terms of this Agreement.

Section 7.05. Rights to Audit.

(a) The City shall have the right, during normal business hours and upon five (5)

business days' written prior to audit, notice and at the City's own expense, to audit the records of the Applicable Developer with respect to the expenditure of funds to pay Public Improvement Project Costs. Upon written request by the City, the Applicable Developer shall give the City or its agent, access to those certain records controlled by, or in the direct or indirect possession of, the Applicable Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to the expenditure of Public Improvement Project Costs, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account. Each Developer shall make these records available to the City electronically or at a location within Collin County that is reasonably convenient for City staff.

(b) Each Developer shall have the right, during normal business hours and upon five (5) business days' prior written notice and at the Applicable Developer's own expense, to review all records and accounts pertaining to the Assessments and amounts deposited or paid from the TIRZ Fund and each TIRZ Account related to the Elevon Development. The City shall provide the Applicable Developer an opportunity to inspect such books and records (other than records subject to legitimate claims of attorney-client privilege) relating to the Assessments and amounts deposited or paid from the TIRZ Fund and each TIRZ Account related to the Elevon Development during the City's regular business hours and on a mutually agreeable date no later than ten (10) business days after the City receives such written request. The City shall keep and maintain a proper and complete system of records and accounts pertaining to the Assessments and amounts deposited or paid from the TIRZ Fund and each TIRZ Account related to the Elevon Development for so long as PID Bonds remain outstanding, any reimbursement obligation under the PID Reimbursement Agreement remains unpaid, and any amount under the TIRZ Reimbursement Agreement remains unpaid.

(c) The City and the Applicable Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least five (5) years from the date of Completion of Construction of the Public Improvements. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

Section 8.01. Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of each Developer:

(a) Due Authority; No Conflict. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act). The City has all requisite power and authority to execute this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in

accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a party, or by which the City is bound, or of any provision of any applicable law, ordinance, rule or regulation of any Governmental Authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or Governmental Authority. In addition, and notwithstanding any provision in this Agreement, this Agreement does not control, waive, limit or supplant the City Council's legislative authority or discretion.

(b) Litigation/Proceedings. To the best knowledge of the City, after reasonable inquiry, there are no pending or, to the best knowledge of the City, threatened litigation in any court to restrain or enjoin the construction of or the Public Improvements or the City's payment and reimbursement obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

Section 8.02. Representations and Warranties of Developer.

Each Developer makes the following representations, warranties and covenants for the benefit of the City and solely on its own behalf:

(a) Due Organization and Ownership. The Developer is a Texas limited liability company validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas; and that the person executing this Agreement on behalf of it is authorized to enter into this Agreement.

(b) Due Authority: No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a party, or by which the Developer is bound, or of any provision of any applicable law, ordinance, rule or regulation of any Governmental Authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or Governmental Authority.

(c) Consents. No consent, approval, order or authorization of, or declaration or filing with any Governmental Authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.

(d) Litigation/Proceedings. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary

or permanent injunction or other order, decree, or ruling issued by a Governmental Authority, and there is no statute, rule, regulation, or executive order promulgated or enacted by a Governmental Authority, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

(e) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) materially and adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

ARTICLE IX

MAINTENANCE OF LANDSCAPE IMPROVEMENTS

Section 9.01. Mandatory Homeowners' Association.

(a) MA Elevon 429, LLC will create a mandatory homeowners' association ("HOA") over each PID Phase as acquired by each Developer, which HOA, through its conditions and restrictions filed of record in the property records of Collin County, shall be required to assess and collect from owners annual fees in an amount calculated to maintain the privately owned open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, entry monuments, detention areas, drainage areas, screening walls, parks, trails, lawns, and any other common improvements or appurtenances within the Elevon Development (the "HOA Maintained Improvements"). Maintenance of any Public Improvements or land owned by the City shall be pursuant to a maintenance agreement between the HOA and the City (the "HOA Maintenance Agreement"). Such HOA Maintenance Agreement shall identify standards for maintenance and the provision for water to such landscaped areas, including the provisions set forth in Section 9.03 below.

(b) While the Parties anticipate that the HOA will adequately maintain HOA maintained improvements, in the event that the City determines that the HOA is not adequately performing the duties for which it was created, which non-performance shall be evidenced by violations of the HOA Maintenance Agreement, applicable deed restrictions and/or applicable City ordinances, the City reserves the right to levy an assessment each year equal to the actual costs of operating and maintaining the HOA Maintained Improvements. The City agrees that it will not levy such assessments without first giving the HOA written notice of the deficiencies and providing the HOA with sixty (60) days in which to cure the deficiencies.

(c) Covenants, conditions and restrictions for the HOA must be filed in each PID Phase and the HOA Maintenance Agreement must be approved and executed prior to the filing of a final plat for an applicable PID Phase.

Section 9.02. Mandatory Property Owners' Association.

(a) MA Elevon 429, LLC will create a mandatory property owners' association ("POA") over portions of the Property as acquired by a Developer, which POA, through its conditions and restrictions filed of record in the property records of Collin County, shall be required to assess and collect from owners annual fees in an amount calculated to maintain the privately owned open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, entry monuments, detention areas, drainage areas, screening walls, parks, trails, lawns, and any other common improvements or appurtenances within the Elevon Development (the "POA Maintained Improvements"). Maintenance of any Public Improvements or land owned by the City shall be pursuant to a maintenance agreement between the POA and the City (the "POA Maintenance Agreement"). Such POA Maintenance Agreement shall identify standards for maintenance and the provision for water to such landscaped areas, including the provisions set forth in Section 9.03 below.

(b) While the Parties anticipate that the POA will adequately maintain POA maintained improvements, in the event that the City determines that the POA is not adequately performing the duties for which it was created, which non-performance shall be evidenced by violations of the POA Maintenance Agreement, applicable deed restrictions and/or applicable City ordinances, the City reserves the right to levy an assessment each year equal to the actual costs of operating and maintaining the POA Maintained Improvements. The City agrees that it will not levy such assessments without first giving the POA written notice of the deficiencies and providing the POA with sixty (60) days in which to cure the deficiencies.

(c) Covenants, conditions and restrictions for the POA must be filed and the POA Maintenance Agreement must be approved and executed prior to the filing of a final plat for an applicable portions of the Elevon Development.

Section 9.03. HOA or POA Maintenance of Public improvements.

(a) All property dedicated to the City will be maintained by the City unless otherwise stated in this section or in an HOA Maintenance Agreement or POA Maintenance Agreement.

(b) All property owned by the HOA, POA, or a Developer will be maintained or caused to be maintained by the HOA, POA, or the Applicable Developer unless otherwise stated in this section or in an HOA Maintenance Agreement or POA Maintenance Agreement. In addition, City owned rights-of-way as identified in an HOA Maintenance Agreement or POA Maintenance Agreement will be maintained by the HOA or POA, as applicable, including rights-of-ways between the curb and private property.

ARTICLE X

TERMINATION EVENTS

Section 10.01. Developer Termination Events.

A Developer may terminate this Agreement as to the remainder of the PID Property it owns where Assessments have not already been levied if the City does not either (i) sell PID Bonds for

one or more PID Phases in compliance with the conditions in Section 3.02(c) by the applicable Public Improvement Financing Date or (ii) levy Assessments and enter into a PID Reimbursement Agreement for a PID Phase in compliance with the conditions in Section 7.04 by the applicable Public Improvement Financing Date.

Section 10.02. City Termination Events.

(a) The City may terminate this Agreement if the Applicable Developer or its Affiliates do not own fee simple title to all Property by March 1, 2033.

(b) The City may terminate this Agreement with respect to the applicable PID Phase and any remaining PID Phase if the Applicable Developer does not satisfy the Developer Contribution pursuant to Section 3.04.

Section 10.03. Termination Procedure.

If either Party determines that it wishes to terminate this Agreement pursuant to this Article, such Party must deliver a written notice to the other Party specifying in reasonable detail the basis for such termination and electing to terminate this Agreement. Upon such a termination, the Parties hereto shall have no duty or obligation one to the other under this Agreement, with the exception of any of the Applicable Developer's Public Improvement Project Costs that were previously advanced or incurred as of the date of termination, provided that a Payment Certificate for such Public Improvement Project Costs is submitted within ninety (90) days of the termination and is approved by the City pursuant to its normal and usual process for approving such Payment Certificate. The City must approve such Payment Certificate within thirty (30) days or submit to the Applicable Developer its objections/issues with such Payment Certificate and reasonably consult with the Applicable Developer to cure any insufficiencies in the Payment Certificate within an additional thirty (30) days. Termination of this Agreement does not terminate or affect a Party's obligations under any PID Reimbursement Agreement, TIRZ Reimbursement Agreement, or any other agreement of the City or the Applicable Developer.

ARTICLE XI

TERM

This Agreement shall terminate upon the earlier of: (i) forty-five (45) years from the Effective Date, (ii) the date on which the City and each Developer discharges all of their obligations hereunder, including Completion of Construction of the Public Improvements and reimbursement for the Public Improvement Project Costs pursuant to this Agreement, the PID Reimbursement Agreement and the TIRZ Reimbursement Agreement, or (iii) the occurrence of a termination event under Article X. The Parties may extend the term by mutual agreement.

ARTICLE XII

DEFAULT AND REMEDIES

Section 12.01. 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 a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, if a Cure Time Notice has been provided within thirty (30) days of the notice, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within thirty (30) business days after receipt of a notice of failure to provide payment. If a Party who has received notice under this Section cannot cure an alleged failure to perform within thirty (30) days after receipt of written notice, such Party shall give written notice to the other Party within such thirty (30) day period: (a) stating that the Party cannot cure the alleged failure within thirty (30) days after receipt of written notice and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure (“Cure Time Notice”). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within thirty (30) days after the initial written notice of the alleged failure has been given. If the default or failure has not been cured within the applicable cure period, the applicable Party shall be in “default” hereunder. The City’s failure to fulfill an obligation or intention of the City contained in this Agreement that creates a contractual obligation that controls, waives, or supplants the City Council’s legislative discretion or functions shall not be considered an event of default.

Section 12.02. Force Majeure. 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 by Force Majeure, 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 and the length of the Force Majeure event is reasonably expected to last not later than fifteen (15) 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. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards.

Section 12.03. Remedies. Upon the occurrence of any Event of Default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. An Event of Default by any Party shall not entitle any non-defaulting Party to seek or recover consequential, exemplary or punitive damages, or terminate or limit the term of this Agreement.

Section 12.04. Waiver. No waiver (whether express or implied and whether or not explicitly permitted by this Agreement) by any Party of any breach of, or of compliance with, any condition or provision of this Agreement by another Party will be considered a waiver of any other condition or provision of this Agreement or of the same condition or provision at another time.

Section 12.05. City Funds not Pledged. The amounts to be paid by the City hereunder shall only be paid from the TIRZ Fund, Project Funds, Assessments, PID Bond Proceeds or Reimbursement Bond proceeds pursuant to any Indenture, any PID Reimbursement Agreement, TIRZ Reimbursement Agreement, 380 Grant, Sewer Tap Fees, impact fees, or any other source or revenue provided herein or other agreement of the City or the Applicable Developer, and said obligations of the City are not secured by any other revenue, fund or taxes of the City.

ARTICLE XIII

INSURANCE, INDEMNIFICATION AND RELEASE

Section 13.01. Insurance.

With no intent to limit any contractor's liability or obligation for indemnification, each Developer shall maintain or cause to be maintained, by the persons constructing the Public Improvements, certain insurance, as provided below in full force and effect at all times during construction of the Public Improvements and shall require that the City is named as an additional insured under such contractor's insurance policies.

(a) With regard to the obligations of this Agreement, each Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

(i) Commercial general liability insurance insuring the City, contractor and the Applicable Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of the Applicable Developer, the contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of \$1,000,000 Per Occurrence, \$2,000,000 General Aggregate Bodily Injury and Property Damage. The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;

(ii) Worker's Compensation insurance as required by law;

(iii) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability;

(iv) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;

(v) Each policy of insurance with the exception of Worker's Compensation and professional liability shall be endorsed to include the City (including its former, current, and future officers, directors, agents, and employees) as additional insureds;

(vi) Each policy, with the exception of Worker's Compensation and professional liability, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and

(vii) The Applicable Developer shall cause each contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction of the Public Improvements and within 10 days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the contractor shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition the contractor shall within ten (10) business days after written request provide the City with the Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

Section 13.02. Waiver of Subrogation Rights.

The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability Insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

Section 13.03. Additional Insured Status.

With the exception of Worker's Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

Section 13.04. Certificates of Insurance.

Certificates of Insurance and policy endorsements evidencing the required insurance herein, shall be delivered to City prior to the Commencement of Construction or commencement of any work or services on the Public Improvements. All required policies shall be endorsed to provide the City with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Applicable Developer shall provide sixty (60) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article.

On every date of renewal of the required insurance policies, the Applicable Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Applicable Developer shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts to the Applicable Developer by the City.

Section 13.05. Carriers.

All policies of insurance required to be obtained by the Applicable Developer and its contractors pursuant to this Agreement shall be maintained with insurance carriers meeting the conditions required herein, and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Applicable Developer's and its contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

Section 13.06. INDEMNIFICATION.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE DEVELOPER, SUCCESSORS OR PERMITTED ASSIGNEE AND/OR AFFILIATES (TOGETHER, THE "DEVELOPER PARTIES") PURSUANT TO THIS AGREEMENT. DEVELOPER HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. THE DEVELOPER PARTIES, DO HEREBY INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE DEVELOPER PARTIES' BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF THE DEVELOPER PARTIES ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, OR LICENSEES, IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE OR WILLFUL ACT OF CITY). IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH CITY AND DEVELOPER PARTIES, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, DEVELOPER PARTIES, AS APPLICABLE, SHALL BE REQUIRED, ON NOTICE FROM CITY, TO DEFEND SUCH ACTION OR PROCEEDINGS AT DEVELOPER PARTIES' EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT

ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. NOTWITHSTANDING THE FOREGOING, THE DEVELOPER PARTIES SHALL BE RELEASED UPON THE ASSIGNMENT OF THIS AGREEMENT TO ANY PERMITTED THIRD-PARTY ASSIGNEE FOR CLAIMS ARISING SUBSEQUENT TO THE ASSIGNMENT TO SUCH THIRD-PARTY ASSIGNEE, AND THE CITY SHALL SEEK INDEMNIFICATION FROM THE THIRD-PARTY ASSIGNEE.

ARTICLE XIV

GENERAL PROVISIONS

Section 14.01. Notices.

Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be in writing and deemed to have been received (i) if delivered via a method other than e-mail, when delivered personally or upon the expiration of 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid or (ii) if delivered via e-mail, upon the earlier of receipt of a "delivery receipt" or on the next Business Day after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered. Any such notice shall be addressed as follows:

To the City:

Attn: Kim Dobbs
City Manager
City of Lavon
120 School Road
P.O. Box 340
Lavon, Texas 75166
kdobbs@lavontx.gov

With a copy to:

Attn: Julie Fort
Messer Fort, PLLC
6371 Preston Road, STE 200
Frisco, Texas 75034
julie@txmunicipallaw.com

To MA Elevon 429, LLC:

Attn: John Marlin
MA Elevon 429, LLC
2121 Midway Road, Ste. 240
Carrollton, Texas 75006
jmarlin@madev.com

With a copy to: Locke Lord LLP
Attn: Drew Slone
2200 Ross Avenue, Suite 2800
Dallas, Texas 75201
dslone@lockelord.com

To MA Land Holdings, LLC: Attn: John Marlin
MA Elevon 429, LLC
2121 Midway Road, Ste. 240
Carrollton, Texas 75006
jmarlin@madev.com

With a copy to: Locke Lord LLP
Attn: Drew Slone
2200 Ross Avenue, Suite 2800
Dallas, Texas 75201
dslone@lockelord.com

To S2 Land Development, LLC: Attn: Justin Christ, P.E.
S2 Land Development, LLC
10003 Technology Blvd. W.
Dallas, Texas 75220
justin.christ@s2ld.com

With a copy to: Winstead PC
Attn: Sarah Landiak
2728 N. Harwood Street, Suite 500
Dallas, Texas 75201
slandiak@winstead.com

To the Owners: Attn: Matthew Johnson
Petro-Hunt, L.L.C.;
Far East Lavon, LP;
78 Straddle, LP;
East Lavon Partners, LP; and
World Land Developers, LP
2101 Cedar Springs Road, Suite 600
Dallas, Texas 75201
mjohnson@petrohunt.com

With a copy to: Attn: David Chang
Koons Real Estate Law
1410 Robinson Road Unit 100
Corinth, Texas 76210
dchange@koonsrealestatelaw.com

Section 14.02. Make-Whole Provision. If the issuance of any series of PID Bonds in any calendar year precludes the City from issuing bank qualified debt for that calendar year, then the Applicable Developer shall pay to the City a fee (the "PID Bond Fee") to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank qualified. The City's financial advisor shall calculate the PID Bond Fee based on the planned debt issuances for the City in the year in which any PID Bonds are issued, and shall notify the Applicable Developer of the total amount due prior to the issuance of the PID Bonds. Each Developer agrees to pay the applicable PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. The PID Bond Fee shall be held in a segregated account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the PID Bonds are issued are less than the bank qualification limits (currently \$10 million per calendar year), then the PID Bond Fee shall be returned to the Applicable Developer.

Section 14.03. Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The Parties agree that with respect to portions of the Property acquired by the Applicable Developer from the Owners, from time to time, this Agreement shall be automatically assigned from the Owners to MA Elevon 429, LLC (or any of its Affiliates, successors or permitted assigns) upon MA Elevon 429, LLC (or any of its Affiliates, successors or permitted assigns) closing on such portions of the Property, and MA Elevon 429, LLC (or any of its Affiliates, successors or permitted assigns) and the City each hereby consents to such automatic assignment. Each Developer may assign any right, title, interest or obligation under this Agreement in whole or in part (such rights including the obligations, requirements or covenants to develop the Property, including construction of the Public Improvements) to an Affiliate without the prior written consent of the City, but with written notice to the City. Each Developer may assign to any other party only upon the prior written consent of the City Representative, which consent shall not be unreasonably withheld or delayed if the assignee demonstrates the financial ability to perform in the reasonable judgment of the City Representative. Each assignment shall be in writing executed by the Applicable 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. No assignment by a Developer shall release the Applicable Developer from any liability that resulted from an act or omission by the Applicable Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Each Developer shall maintain written records of all assignments made by such Developer to an assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer or other conveyance of any interest in this Agreement or the Property. Each assignee shall be considered a "Party" and the "Developer" for purposes of the right, title, interest, or obligation assigned to assignee. Any assignment and notice thereof made or given pursuant to the provisions of this paragraph shall include an amended Exhibit A-3 setting forth the "Applicable Developer" relating to the portion of the Property for which an assignment was made, which amended Exhibit A-3 shall become a part of this

Development Agreement without the necessity of separate approval by the City of an amendment to this Development Agreement.

(b) A Developer may assign any receivables or revenues due pursuant to this Agreement, a 380 Grant, the TIRZ Reimbursement Agreement or the PID Reimbursement Agreement to a third party without the consent of, but upon written notice to the City. Provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not be required to approve or consent to such assignment.

(c) Each Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement within thirty (30) days written Notice to the lender, not to be unreasonably withheld, offered by the lender, as if offered by the defaulting Party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured. Each Developer shall obtain releases or partial releases of any liens of lenders over property to be dedicated, whether in fee or by easement, to the City.

(d) The City does not and shall not consent to nor participate in any third-party financing pursuant to the PID Reimbursement Agreement, a 380 Grant or the TIRZ Reimbursement Agreement; provided, however, the Applicable Developer may still sell or assign the reimbursables due under the PID Reimbursement Agreement, the TIRZ Reimbursement Agreement to a third-party so long as City participation or consent is not required.

(e) No conveyance, transfer, assignment, mortgage, pledge, grant or other encumbrance shall be made by a Developer or any successor or assignee of a Developer of this Agreement, a 380 Grant, the TIRZ Reimbursement Agreement or any PID Reimbursement Agreement that results in the City being 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. A conveyance, transfer, assignment, mortgage, pledge, grant or other encumbrance may only be made by the Applicable Developer or any successor or assignee of the Applicable Developer of or related to payments received pursuant to this Agreement, a 380 Grant, the TIRZ Reimbursement Agreement or any PID Reimbursement Agreement as security for or the payment of bonds or other securities issued by any entity other than the City if, after a request by the

Applicable Developer to the City, the City declines to issue bonds secured by such revenues.

Section 14.04. 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 14.05. Entire Agreement; Amendment.

This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by all Parties; provided that any amendment relating to a distinct portion of the Property may be signed solely by the owner of such Property and the City without the requirement of signatures from, but notice to, any other Party hereto and the remaining Parties hereto consent to such amendment.

Section 14.06. 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 14.07. 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 14.08. 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 14.09. No Third-Party Beneficiaries.

The City and each Developer 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 or entity other than the City, each Developer or assignees of such Parties.

Section 14.10. Notice of Assignment. Each Developer shall transfer the Property only in compliance with Section 3.05 herein. Subject to Section 14.03 herein, the requirements set forth below shall apply in the event that a Developer sells, assigns, transfers or otherwise conveys the Property or any part thereof and/or any of its rights, benefits or obligations under this Agreement. The Applicable Developer must provide the following:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Applicable Developer must provide written notice of same to the City;
- (b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and
- (d) the notice must be signed by a duly authorized person representing the Applicable Developer.

Section 14.11. No Joint Venture.

Nothing contained in this Agreement or any other agreement between any Developer and the City is intended by the Parties to create a partnership or joint venture between any Developer, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 14.12. Estoppel Certificates. From time to time within fifteen (15) business days of a written request of a Developer or any future Developer, and upon the payment of a \$500.00 fee to the City, the City Administrator, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, to execute a written estoppel certificate in form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default.

Section 14.13. Independence of Action.

It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to any Developer obligations hereunder.

Section 14.14. Limited Recourse.

No officer, director, employee, agent, attorney or representative of a Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No owner of the Property on the Effective Date, other than each Developer, is a party to this Agreement, nor shall any such owner be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 14.15. Exhibits.

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 14.16. Survival of Covenants.

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 14.17. No Acceleration.

Any amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 14.18. No Reduction of Assessments.

Following the issuance of any series of PID Bonds, the City and each Developer agree not to take any action or actions to reduce the total amount of the Assessments securing such PID Bonds (except a reduction in Assessments resulting from the issuance of refunding bonds, or through application of TIRZ Revenues as described in Section 3.06). Each Developer agrees not to take any action or actions to reduce the total amount of such Assessments securing such PID Bonds to be levied as of the effective date of this Agreement.

Section 14.19. Statutory Verifications. Each Developer 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 each Developer 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. Each Developer respectively represents that neither it nor any of its parent companies, 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 each Developer, any of the Owners, and each of their respective parent companies, 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. Each Developer respectively verifies that it and its parent companies, 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. Each Developer respectively represents that neither it nor any of its parent companies, 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. Each Developer respectively represents that neither it nor any of its parent companies, 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.

Section 14.20. Ethics Disclosure. Each Developer represents that it has completed a TEC form 1295 (“Form 1295”) generated by the TEC’s electronic filing application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by the Developer and the City has not verified such information.

Section 14.21. Governing Law.

The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules; and venue for any action concerning this Agreement, the PID Reimbursement Agreement and the TIRZ Reimbursement Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 14.22. Reservation of Rights.

(a) THE DEVELOPER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND THE DEVELOPER EXPRESSLY RESERVES) ANY RIGHT THAT THE DEVELOPER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM: (A) OF "VESTED" OR PROTECTED DEVELOPMENT OR OTHER PROPERTY RIGHTS ARISING FROM CHAPTERS 43 OR 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, OR OTHERWISE ARISING FROM COMMON LAW OR OTHER STATE OR FEDERAL LAWS; (B) THAT THE IMPACT FEES CHARGED BY THE CITY IN CONNECTION WITH THE DEVELOPMENT OF THE PROPERTY VIOLATE CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, OR ANY OTHER LOCAL, STATE, OR FEDERAL LAW; (C) THAT ANY ACTION BY THE CITY CONSTITUTES A "TAKING" OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY OR AN ILLEGAL EXACTION; OR (D) THAT ANY OTHER ACTION BY THE CITY, INCLUDING, BUT NOT LIMITED TO, THE ADOPTION OF ANY CITY REGULATIONS OR APPLICABLE LAWS, OR APPLICATION OF ANY CITY REGULATIONS OR APPLICABLE LAWS TO THE PROPERTY, VIOLATES ANY LOCAL, STATE OR FEDERAL LAW.

Section 14.23. Conflict.

In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control. In the event of any conflict between this Agreement and any Indenture relating to any series of PID Bonds, the Indenture controls. In the event of any conflict between this Agreement and the PID Reimbursement Agreement, the PID Reimbursement Agreement shall control, and in the event of any conflict between this Agreement and the TIRZ Reimbursement Agreement, the TIRZ Reimbursement Agreement shall control, except that in all cases, Applicable Law shall control.

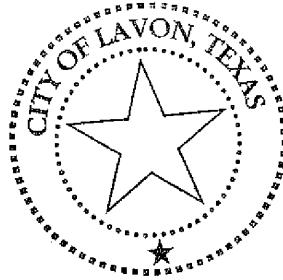
Section 14.25 Agricultural Exemption. The City acknowledges that some or all of the Property may now have and/or may in the future have an agricultural, open-space, timber, or wildlife management use tax classification ("Agricultural Exemption"). Prior to the issuance of a series of PID Bonds, the Parties will execute an Agreement Regarding Conveyance of Right of Redemption and Waiver of Agricultural Valuation ("Agricultural Exemption Waiver Agreement") in a form agreed to by the City and each Developer, for the area for which Assessments are to be levied for payment of debt service on the PID Bonds. The Agricultural Exemption Waiver Agreement will determine the timing for the removal of the Agricultural Exemption; provided, however, the Parties agree that prior to the issuance of a series of PID Bonds the City may request removal of the Agricultural Exemption from the portion of the Property benefited by the PID Bonds and the Applicable Developer shall upon such request remove such Agricultural Exemption for such portion of the Property.

Section 14.26 Binding Obligations. This Agreement and all amendments hereto and assignments hereof shall be recorded in the real property records of Collin County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this


Agreement and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations, including the City Regulations, that apply to such lots.

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EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:



CITY OF LAVON, TEXAS,
A Texas home rule municipality

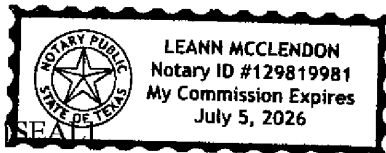
By: 
Name: Vicki Sanson
Title: Mayor
Date: 9-3-2024

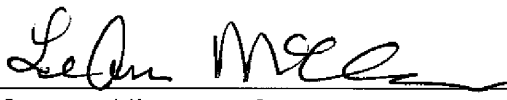
ATTEST:


Rae Norton, City Secretary

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 9-3- 2024, by Vicki Sanson, Mayor of the City of Lavon, Texas, a Texas home rule municipality, on behalf of said City.




Notary Public, State of Texas

DEVELOPER:

MA ELEVON 429, LLC,
a Texas limited liability company

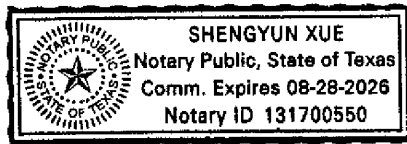
By: MA Partners, LLC,
a Texas limited liability company,
its sole manager


By: 
John D. Marlin, Manager

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me, on September 18, 2024, by John D. Marlin, Manager of MA Partners, LLC, a Texas limited liability company, sole manager of MA Elevon 429, LLC, a Texas limited liability company, on behalf of said company,

[SEAL]




Notary Public, State of Texas

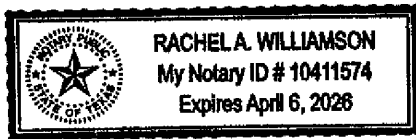
PETRO-HUNT, L.L.C.,
a Texas limited liability company

By: *BW Hunt*
Name: Bruce W. Hunt
Title: President

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me, on September 18, 2024, by Bruce W. Hunt, President of Petro-Hunt, L.L.C., a Texas limited liability company.

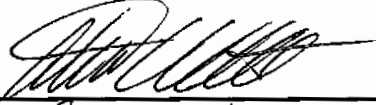
[SEAL]



Rachel A. Williamson
Notary Public, State of Texas

WORLD LAND DEVELOPERS, LP,
a Texas limited partnership

By: World Land Developers GP, LLC,
a Texas limited liability company,
its general partner

By: 

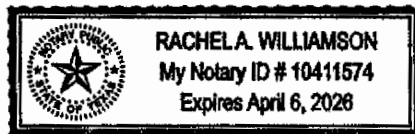
Name: Carter W. Hunt

Title: Vice President

STATE OF TEXAS §
COUNTY OF Dallas §

Before me, on this day personally appeared the foregoing individual, known to me to be the person whose name was subscribed in my presence to the foregoing instrument.


[SEAL]



Rachel A. Williamson
Notary Public
Commission Expires:

EAST LAVON PARTNERS, LP,
a Texas limited partnership

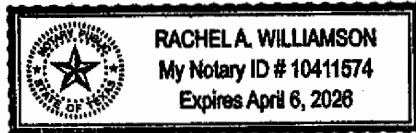
By: Pitman Investments, LLC,
a Texas limited liability company,
its general partner

By: 
Name: Carter W. Hunt
Title: Vice President

STATE OF TEXAS §
COUNTY OF Dallas §

Before me, on this day personally appeared the foregoing individual, known to me
to be the person whose name was subscribed in my presence to the foregoing instrument.

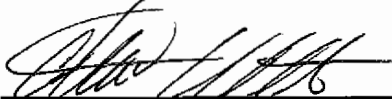
[SEAL]



Rachel A. Williamson
Notary Public
Commission Expires:

78 STRADDLE, LP,
a Texas limited partnership

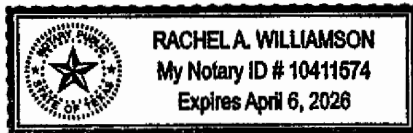
By: Pitman Investments, LLC,
a Texas limited liability company,
its general partner

By: 
Name: Carter W. Hunt
Title: Vice President

STATE OF TEXAS §
COUNTY OF Dallas §

Before me, on this day personally appeared the foregoing individual, known to me to be the person whose name was subscribed in my presence to the foregoing instrument.

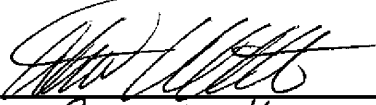
[SEAL]



Rachael A. Williamson
Notary Public
Commission Expires:

FAR EAST LAVON, LP,
a Texas limited partnership

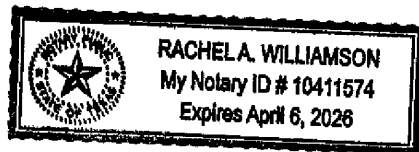
By: Pitman Investments, LLC,
a Texas limited liability company,
its general partner

By: 
Name: Carter W. Hunt
Title: Vice President

STATE OF TEXAS §
COUNTY OF Dallas §

Before me, on this day personally appeared the foregoing individual, known to me
to be the person whose name was subscribed in my presence to the foregoing instrument.

[SEAL]



Rachel A. Williamson
Notary Public
Commission Expires:

MA LAND HOLDINGS, LLC,
a Texas limited liability company

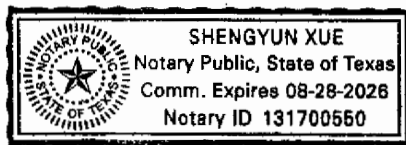
By: MA Partners, LLC,
a Texas limited liability company,
its sole manager


By: 
John D. Marlin, Manager

STATE OF TEXAS §
COUNTY OF Dallas §

Before me, on this day personally appeared the foregoing individual, known to me to be the person whose name was subscribed in my presence to the foregoing instrument.

[SEAL]




Notary Public
Commission Expires:

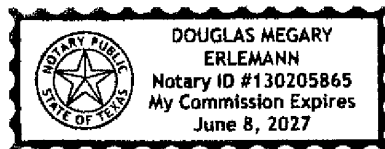
S2 LAND DEVELOPMENT, LLC,
a Texas limited liability company

By: [Signature]
Name: Justin S. Christ
Title: President

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, on this day personally appeared the foregoing individual, known to me to be the person whose name was subscribed in my presence to the foregoing instrument.

[SEAL]



[Signature]
Notary Public
Commission Expires: JUNE 8, 2027

EXHIBIT A-1


PROPERTY DESCRIPTION AND MAP



CONTRACT LAND AREA		1,268.926 ACRES
LAND WITHIN THE ORIGINAL CITY LIMITS		131.851 ACRES
87.285 ACRES		
0.295 ACRES		
3.504 ACRES		
31.3307 ACRES		
0.271 ACRES		
2.302 ACRES		
5.768 ACRES	PART OF TRACTS 6 AND 7 ELEVEN COMMERCIAL ORDINANCE 2022-10-03 PART OF CONTRACT LAND WITHIN ORIGINAL CITY BOUNDARY.	
0.908 ACRES		
131.851 ACRES		TOTAL LAND WITHIN ORIGINAL CITY LIMITS
LAND PURCHASED BY MA ELEVEN 429 AND ANNEXED INTO THE CITY		530.736 ACRES
178.768 ACRES	SECTION 2 PHASES 2A-2E	
79.312 ACRES	ELEVEN BUSINESS PARK	
29.925 ACRES	TRACT 5 ELEVEN COMMERCIAL ORD.	
	2022-10-13	
21.256 ACRES	TRACTS 6 AND 7 ELEVEN COMMERCIAL ORD.	
	2022-10-03 LESS 5.766 ACRES ORIGINALLY WITHIN CITY LIMITS	
11.806 ACRES	ELEVEN PARKWAY ROW	
11.678 ACRES	ELEVEN OPEN SPACE	
530.736 ACRES	TOTAL LAND PURCHASED	
ADDED PROPERTY WITHIN THE CITY LIMITS		
2.058 ACRES	ADDITIONAL LAND TRACT 1 (EAST COMMERCIAL)	
664.445 ACRES		TOTAL IN CITY LAND
CITY PROPERTY		806.308 ACRES
26,000 ACRES	ELEVEN SECTION 3	
193,744 ACRES	ELEVEN SECTION 4	
52,063 ACRES	ELEVEN SECTION 2, PHASE 2F	
606.308 ACRES	TOTAL	
ADDED PROPERTY WITHIN ETJ		
271.76 ACRES	ADDITIONAL LAND TRACT 2 (SECTION 4)	
110,278 ACRES	ADDITIONAL LAND TRACT 3 (ELEVEN SECTION 5)	
177,904 ACRES	TOTAL ADDED PROPERTY	
784.212 ACRES		TOTAL ETJ PROPERTY
1,448.657 ACRES		TOTAL AREA

"This document was prepared under 22 TAC 663.83, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

EXHIBIT A-1

					2121 Midway Road Suite 500 Carrollton, Texas 75006 972.243.7676 TELE NO. F-438 TPLS NO. 1007690	EXHIBIT A-1 OVERALL PROPERTY EXHIBIT 1,448.378 ACRES +/- DRURY ANGLIN SURVEY ABSTRACT 2 JAMES P. DAVIS SURVEY ABSTRACT 249 SAMUEL M. RAINIER SURVEY-ABSTRACT 740 Collin County, Texas	PROJECT # MATOS DATE 184 2024
1.							
2.							
3.	Updated City Limit Line	mark	06/26/2024				
4.	add the 3788 acre road in the Overall Property Exhibit	mark	05/22/2024				
5.	add the 27734 and 158792 acre blocks in the Overall Property Exhibit	mark	04/08/2024				
6.	REVISION	REV	DATE				



APPENDIX G - Page 71

**LEGAL DESCRIPTION OVERALL ELEVEN SITE LESS SECTION 1
(1,448.657 ACRES)**

**LEGAL DESCRIPTION
(87.266 ACRES)**

Being a parcel of land located in the City of Lavon, Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being all of that called Tract One-87.2935 acre tract of land described in deed to 78 Straddle, LP, as recorded in Volume 5571, Page 3351, Official Public Records of Collin County, Texas and being further described as follows:

BEGINNING at a TXDOT Brass Right-of-Way Monument found at the northeast corner of said 87.2935 acre tract, said point being the southeast corner of Lot 1, Block A, Bently Farms, an addition to the City of Lavon as recorded in Cabinet M, Slide 189, Official Public Records of Collin County, Texas, said point also being in the west right-of-way line of State Highway 78 (a variable width right-of-way);

THENCE along the east line of said 87.2935 and along the west right-of-way line of State Highway 78 as follows:

South 33 degrees 29 minutes 39 seconds West, 31.95 feet to a TXDOT Brass Right-of-Way Monument found for corner;

South 28 degrees 16 minutes 31 seconds East, 28.62 feet to a TXDOT Brass Right-of-Way Monument found for corner;

South 33 degrees 45 minutes 11 seconds West, 1,299.68 feet to an "X" set in concrete for corner;

South 40 degrees 52 minutes 06 seconds West, 201.55 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

South 33 degrees 44 minutes 03 seconds West, 300.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

South 37 degrees 13 minutes 15 seconds West, 500.83 feet to a TXDOT Brass Right-of-Way Monument found for corner;

South 34 degrees 33 minutes 29 seconds West, 348.89 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being the southeast corner of said 87.2935 acre tract, said point being the northeast corner of that 40 foot wide permanent waterline easement to North Texas Municipal Water District as recorded Document Number 20130125000110870, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of that tract of land described in deed to Northeast Texas Rural Rail Transportation District as recorded in Volume 5585, Page 2680, Official Public Records of Collin County, Texas;

THENCE South 72 degrees 01 minutes 22 seconds West, 921.94 feet along the north line of said 40 foot wide permanent waterline easement and along the north line of said Northeast Texas Rural Rail Transportation District to a one-half inch iron rod found at the southwest corner of said 87.2935 acre tract, said point also being the southeast corner of that called 32.40 acre tract of land described in deed to Marvalene Smith, Trustee of Smith Living Trust as recorded in Document Number 20141103001196390, Official Public Records of Collin County, Texas;

THENCE North 00 degrees 45 minutes 21 seconds East, 594.16 feet along the west line of said 87.2935 acre tract to a one-half inch iron rod found for corner, said point being in the east line of said 32.40 acre tract, said point also being the southeast corner of that called Tract 1-27.32 acre tract of land described in deed to Yueying Wang and Daisy Lee Lu as recorded in Document Number 20191118001462670, Official Public Records of Collin County, Texas;

THENCE continuing along the west line of said 87.2935 acre tract and along the east line of said 27.32 acre tract as follows:

North 00 degrees 43 minutes 34 seconds East, 879.27 feet to a Bois D' Arc fence corner post found for corner;

North 00 degrees 36 minutes 19 seconds East, 659.99 feet to a one-half inch iron rod found for corner;

North 00 degrees 38 minutes 51 seconds East, 362.71 feet to a one-half inch iron rod found for corner, said point being the northwest corner of said 87.2935 acre tract, said point also being in the south line of Lot 7, Block A, Lakeridge Meadows, an addition to the City of Lavon as recorded in Cabinet L, Slide 641, Official Public Records of Collin County, Texas;

THENCE along the north line of said 87.2935 acre tract as follows:

South 88 degrees 15 minutes 42 seconds East, 802.23 feet to a one-half inch iron rod found for corner, said point being the southeast corner of Lot 11, Block A, of said Lakeridge Meadows Addition;

North 00 degrees 34 minutes 31 seconds East, 69.06 feet along the east line of said Lot 11 to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point also being the southwest corner of Lot 9, Block A, of said Bently Farms Addition;

South 88 degrees 42 minutes 00 seconds East, 1,570.25 feet along the south line of said Bently Farms Addition to the POINT OF BEGINNING and containing 3,801,317 square feet or 87.266 acres of land.

BASIS OF BEARING:

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

LEGAL DESCRIPTION
(31.3507 ACRES)

Being a parcel of land located in the City of Lavon, Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being all of that called Tract Two-31.3507 acre tract of land described in deed to 78 Straddle, LP, as recorded in Volume 5571, Page 3351, Official Public Records of Collin County, Texas and being further described as follows:

BEGINNING at a point at the northeast corner of said 31.3507 acre tract, said point also being the southeast corner of that called Tract No. 2- called 5.1400 acres as described in deed to DPB Investments, LP, as recorded in Document Number 20110606000576510, Official Public Records of Collin County, Texas;

THENCE along the east line of said 31.3507 acre tract as follows:

South 06 degrees 49 minutes 57 seconds East, 305.74 feet to a point at the northwest corner of that called 2.062 acre tract of land described in deed to Connie S. Miller as recorded in Volume 4001, Page 947, Official Public Records of Collin County, Texas;

South 07 degrees 26 minutes 50 seconds East, 653.07 feet to a point at the southeast corner of said 31.3507 acre tract, said point being in the north line of that called 3.504 acre tract of land described in deed to World Land Developers, LP as recorded in Document Number 20080416000455410, Official Public Records of Collin County, Texas;

THENCE South 71 degrees 57 minutes 20 seconds West, 1,645.69 feet along the north line of said 3.504 acre tract to a point at the southwest corner of said 31.3507 acre tract, said point also being in the east right-of-way line of State Highway 78;

THENCE along the west line of said 31.3507 acre tract and along the east right-of-way line of State Highway 78 as follows:

Northeasterly, 275.49 feet along a curve to the right having a central angle of 38 degrees 34 minutes 06 seconds, a radius of 409.26 feet, a tangent of 143.19 feet and whose chord bears North 11 degrees 55 minutes 20 seconds East, 270.32 feet to a point for corner;

North 33 degrees 45 minutes 20 seconds East, 471.73 feet to a point for corner;

North 08 degrees 13 minutes 40 seconds West, 134.55 feet to a point for corner;

North 33 degrees 45 minutes 20 seconds East, 826.61 feet to a point at the northwest corner of said 31.3507 acre tract;

THENCE South 88 degrees 38 minutes 40 seconds East, 685.91 feet to the POINT OF BEGINNING and containing 1,365,636 square feet or 31.3507 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

LEGAL DESCRIPTION
(3.504 ACRES)

Being a parcel of land located in the City of Lavon, Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being all of that called 3.504 acre tract of land described in deed to World Land Developers, LP, as recorded in Document Number 20080416000455410, Official Public Records of Collin County, Texas and being further described as follows:

BEGINNING at a point at the west corner of said 3.504 acre tract, said point also being the southwest corner of that called Tract Two- 31.3507 acres as described in deed to 78 Straddle , LP as recorded in Volume 5571, Page 3351, Official Public Records of Collin County, Texas;

THENCE North 72 degrees 45 minutes 00 seconds East, 1,666.79 feet along the south line of said 31.3507 acre tract to a point at the north corner of said 3.504 acre tract, said point being in the west line of that called 0.478 acre tract of land described in deed to North Texas Municipal Water District as recorded in Document Number 20121116001469900, Official Public Records of Collin County, Texas;

THENCE South 01 degrees 40 minutes 00 seconds West, 97.55 feet to a point at the southeast corner of said 3.504 acre tract, said point being the south corner of said 0.478 acre tract, said point also being in the north right-of-way line of the Northeast Texas Rural Rail Transportation District as recorded in Volume 5585, Page 2680, Official Public Records of Collin County, Texas;

THENCE South 72 degrees 45 minutes 00 seconds West, 1,639.86 feet along the north right-of-way line of said Northeast Texas Rural Rail Transportation District to a point at the south corner

of said 3.504 acre tract, said point also being in the east right-of-way line of Main Street (State Highway 78), a variable width right-of-way;

THENCE along the west line of said 3.504 acre tract and along the east right-of-way line of Main Street (State Highway 78) as follows:

North 16 degrees 02 minutes 48 seconds West, 47.62 feet to a point for corner;

Northwesterly, 44.85 feet along a curve to the right having a central angle of 07 degrees 03 minutes 16 seconds, a radius of 364.26 feet, a tangent of 22.45 feet and whose chord bears North 12 degrees 31 minutes 10 seconds West, 44.82 feet to the POINT OF BEGINNING and containing 152,650 square feet or 3.504 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

LEGAL DESCRIPTION

(2.302 ACRES)

Being a parcel of land located in the City of Lavon, Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being all of that called 2.302 acre tract of land described in deed to World Land Developers, LP, as recorded in Document Number 20080416000455410, Official Public Records of Collin County, Texas and being further described as follows:

BEGINNING at a point at the southwest corner of said 2.302 acre tract, said point being in the east right-of-way line of Main Street, a variable width right-of-way;

THENCE North 17 degrees 05 minutes 41 seconds West, 62.79 feet to a point at the northwest corner of said 2.302 acre tract;

THENCE North 71 degrees 42 minutes 07 seconds East, 1,607.69 feet to a point at the northeast corner of said 2.302 acre tract;

THENCE South 00 degrees 37 minutes 07 seconds West, 66.36 feet to a point at the southeast corner of said 2.302 acre tract;

THENCE South 71 degrees 42 minutes 07 seconds West, 1,587.50 feet to the POINT OF BEGINNING and containing 100,291 square feet or 2.302 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

**LEGAL DESCRIPTION
(0.271 ACRES)**

Being a parcel of land located in the City of Lavon, Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being all of that called 0.271 acre tract of land described in deed to World Land Developers, LP, as recorded in Document Number 20080416000455410, Official Public Records of Collin County, Texas and being further described as follows:

BEGINNING at a point at the southwest corner of said 0.271 acre tract, said point also being in the southeast right-of-way line of State Highway 78, a variable width right-of-way;

THENCE North 34 degrees 30 minutes 12 seconds East, 22.48 feet to a point at the northwest corner of said 0.271 acre tract;

THENCE North 72 degrees 45 minutes 00 seconds East, 316.38 feet to a point at the northeast corner of said 0.271 acre tract;

THENCE South 16 degrees 02 minutes 48 seconds East, 57.45 feet to a point at the southeast corner of said 0.271 acre tract;

THENCE South 80 degrees 11 minutes 59 seconds West, 335.66 feet to the POINT OF BEGINNING and containing 11,786 square feet or 0.271 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

LEGAL DESCRIPTION
(0.285 ACRES)

Being a parcel of land located in the City of Lavon, Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being all of that called Tract 1- 0.285 acre tract of land described in deed to World Land Developers, LP, as recorded in Document Number 20080416000455410, Official Public Records of Collin County, Texas and being further described as follows:

BEGINNING at a point at the southwest corner of said 0.285 acre tract, said point being in the southeast right-of-way line of State Highway 78, a variable width right-of-way;

THENCE North 33 degrees 44 minutes 55 seconds East, 149.07 feet to a point at the northwest corner of said 0.285 acre tract;

THENCE North 71 degrees 59 minutes 43 seconds East, 78.51 feet to a point at the northeast corner of said 0.285 acre tract;

THENCE Southeasterly, 43.32 feet along a curve to the left having a central angle of 05 degrees 27 minutes 48 seconds, a radius of 454.26 feet, a tangent of 21.67 feet and whose chord bears South 14 degrees 07 minutes 20 seconds East, 43.30 feet to a point for corner in the east line of said 0.285 acre tract;

THENCE South 16 degrees 48 minutes 05 seconds East, 49.09 feet to a point for corner;

THENCE South 71 degrees 59 minutes 43 seconds West, 191.62 feet to the POINT OF BEGINNING and containing 12,399 square feet or 0.285 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

LEGAL DESCRIPTION
(0.906 ACRES)

Being a parcel of land located in The City of Lavon, Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being all of that called 0.91 acre tract of land described in deed to Mary Evans as recorded in Document Number 20080407000414460 Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the northwest corner of said 0.91 acre tract, said point being the southwest corner of that called 2.062 acre tract of land described in deed to Connie S. Miller as recorded in Volume 4001, Page 947, Official Public Records of Collin County, Texas, said point also being in the east line of that called Tract Two-31.3507 acre tract of land described in deed to 78 Straddle, LP, as recorded in Volume 5571, Page 3351, Official Public Records of Collin County, Texas;

THENCE North 85 degrees 43 minutes 40 seconds East, 195.11 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being the northeast corner of said 0.91 acre tract, said point being the southeast corner of said 2.062 acre tract, said point also being in the west line of that called 200.9089 acre tract of land described in deed to LDC Lavon, LLC as recorded in Document Number 20180821001049570, Official Public Records of Collin County, Texas;

THENCE along the common lines of said 0.91 acre tract and said 200.9089 acre tract as follows:

South 01 degrees 54 minutes 29 seconds East, 110.96 feet to a one-half inch iron rod found for corner;

South 23 degrees 34 minutes 55 seconds East, 73.42 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being the southeast corner of said 0.91 acre tract, said point also being the northeast corner of that called 0.478 acre tract of land described in deed to North Texas Municipal Water District as recorded in Document Number 20121116001469900, Official Public Records of Collin County, Texas;

THENCE South 72 degrees 07 minutes 37 seconds West, 207.57 feet to a one-half inch iron rod found for corner, said point being the southwest corner of said 0.91 acre tract, said point being the northwest corner of said 0.478 acre tract, said point also being in the west line of said 31.3507 acre tract;

THENCE North 07 degrees 32 minutes 16 seconds West, 229.33 feet along the common line of said 0.91 acre tract and said 31.3507 tract to the POINT OF BEGINNING and containing 39,486 square feet or 0.906 acres of land.

BASIS OF BEARING:

The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83).

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

LEGAL DESCRIPTION
(869.754 ACRES)

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 472.8955 acre tract of land described in deed to Far East Lavon, L.P. as recorded in Volume 5873, Page 3522, Official Public Records of Collin County, Texas, and also being a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541;

THENCE along the west line of said 180.339 acre tract and along the east line of said Lavon Ranchettes Addition as follows:

North 01 degrees 21 minutes 21 seconds East, 157.69 feet to a point for corner;

North 01 degrees 07 minutes 18 seconds East, 1,375.04 feet to a point for corner;

North 01 degrees 01 minutes 24 seconds East, 240.18 feet to a point for corner, said point being the northwest corner of said 180.339 acre tract, said point also being in the south line of said 472.8955 acre tract;

THENCE North 01 degrees 07 minutes 21 seconds East, 1,306.98 feet to a point for corner at the northeast corner of said Lavon Ranchettes Addition;

THENCE along the south line of said 472.8955 acre tract and along the approximate centerline of creek meanders as follows:

South 71 degrees 22 minutes 31 seconds West, 94.79 feet to a point for corner;

North 68 degrees 06 minutes 27 seconds West, 59.29 feet to a point for corner;

North 85 degrees 06 minutes 35 seconds West, 72.79 feet to a point for corner;

North 83 degrees 00 minutes 27 seconds West, 196.12 feet to a point for corner;

North 82 degrees 43 minutes 29 seconds West, 150.62 feet to a point for corner;

South 88 degrees 29 minutes 19 seconds West, 168.31 feet to a point for corner;

South 84 degrees 48 minutes 20 seconds West, 131.14 feet to a point for corner;

North 60 degrees 16 minutes 24 seconds West, 47.04 feet to a point for corner;

South 52 degrees 46 minutes 49 seconds West, 132.76 feet to a point for corner;

South 49 degrees 16 minutes 17 seconds West, 257.50 feet to a point for corner;

South 72 degrees 42 minutes 51 seconds West, 84.62 feet to a point for corner;

South 47 degrees 00 minutes 00 seconds West, 443.57 feet to a point for corner;

South 86 degrees 13 minutes 20 seconds West, 154.63 feet to a point for corner;
South 67 degrees 51 minutes 20 seconds West, 125.89 feet to a point for corner;
South 88 degrees 40 minutes 20 seconds West, 56.62 feet to a point for corner;
South 59 degrees 42 minutes 20 seconds West, 261.93 feet to a point for corner;
South 86 degrees 37 minutes 20 seconds West, 136.04 feet to a point for corner;
South 05 degrees 48 minutes 40 seconds East, 122.12 feet to a point for corner;
South 33 degrees 44 minutes 20 seconds West, 114.04 feet to a point for corner;
South 10 degrees 52 minutes 20 seconds West, 113.36 feet to a point for corner;
South 26 degrees 32 minutes 20 seconds West, 93.12 feet to a point for corner;
South 67 degrees 00 minutes 20 seconds West, 96.39 feet to a point for corner;
South 50 degrees 51 minutes 20 seconds West, 181.60 feet to a point for corner;
South 60 degrees 31 minutes 20 seconds West, 93.51 feet to a point for corner;
South 22 degrees 41 minutes 20 seconds West, 131.42 feet to a point for corner;
South 07 degrees 52 minutes 20 seconds West, 75.81 feet to a point for corner;
South 08 degrees 46 minutes 20 seconds West, 54.02 feet to a point for corner;
South 52 degrees 19 minutes 20 seconds West, 76.60 feet to a point for corner;
South 75 degrees 21 minutes 20 seconds West, 81.96 feet to a point for corner;
North 84 degrees 30 minutes 40 seconds West, 78.15 feet to a point for corner;
South 88 degrees 51 minutes 20 seconds West, 284.61 feet to a point for corner;
North 82 degrees 54 minutes 40 seconds West, 141.04 feet to a point for corner;
North 86 degrees 19 minutes 03 seconds West, 135.09 feet to a point for corner, said point being the southwest corner of said 472.8955 acre tract, said point also being at the approximate location of the east City limit line of the City of Lavon per City of Lavon GIS map dated October 2019;

THENCE along the west line of said 472.8955 acre tract as follows:

North 21 degrees 53 minutes 38 seconds West, 83.98 feet to a point for corner;
North 07 degrees 34 minutes 42 seconds West, 774.55 feet to a point for corner;
North 06 degrees 12 minutes 28 seconds West, 367.49 feet to a point for corner;
North 01 degrees 20 minutes 30 seconds East, 95.01 feet to a point for corner at the northwest corner of said 472.8955 acre tract, said point being in the south line of Northeast Texas Rural Rail Transportation District, as recorded in volume 5585, page 2680;

THENCE along the north line of said 472.8955 acre tract as follows:

North 71 degrees 35 minutes 12 seconds East, 1,670.93 feet to a point for corner;
Northeasterly, 912.82 feet along a curve to the right having a central angle of 09 degrees 12 minutes 31 seconds, a radius of 5,679.58 feet, a tangent of 457.40 feet and whose chord bears North 76 degrees 33 minutes 33 seconds East, 911.84 feet to a point for corner;
North 81 degrees 09 minutes 48 seconds East, 7,302.46 feet to a point for corner, said point being the northeast corner of said 472.8955 acre tract, said point also being the northwest

corner of that called 216.85 acre tract of land described in deed to East Lavon, L.P. as recorded in Document Number 20190408000368940, Official Public Records of Collin County, Texas;

THENCE North 81 degrees 12 minutes 20 seconds East, 1,968.14 feet along the north line of said 216.85 acre tract to a point for corner, said point being the northeast corner of said 216.85 acre tract;

THENCE along the east line of said 216.85 acre tract as follows:

South 00 degrees 32 minutes 19 seconds West, 2,448.70 feet to a point or corner;

South 00 degrees 30 minutes 32 seconds West, 2,570.14 feet to a point for corner in the southeast corner of said 216.85 acre tract, said point also being in the approximate centerline of County Road 541;

THENCE along the approximate centerline of County Road Number 541 as follows:

South 89 degrees 53 minutes 52 seconds West, 1,944.34 feet to a point for corner, said point being the southwest corner of said 216.85 acre tract, said point also being the southeast corner of said 472.8955 acre tract;

North 89 degrees 08 minutes 13 seconds West, 1,466.14 feet to a point for corner, said point being the most southerly southwest corner of said 472.8955 acre tract;

THENCE North 00 degrees 22 minutes 15 seconds East, 30.66 feet along the west line of said 472.8955 acre tract to a point for corner, said point being the southeast corner of said 180.339 acre tract, said point also being in the north right-of-way line of County Road Number 541;

THENCE North 89 degrees 28 minutes 43 seconds West, 2,764.50 feet to a point for corner;

THENCE North 89 degrees 23 minutes 25 seconds West, 705.75 feet to a point for corner;

THENCE North 00 degrees 45 minutes 47 seconds East, 253.51 feet to a point for corner;

THENCE North 87 degrees 47 minutes 23 seconds West, 180.66 feet to a point for corner;

THENCE South 00 degrees 37 minutes 46 seconds West, 257.91 feet to a point for corner;

THENCE North 89 degrees 10 minutes 57 seconds West, 848.67 feet to the POINT OF BEGINNING and containing 37,886,490 square feet or 869.754 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those

rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

LEGAL DESCRIPTION
(193.744 ACRES)

Being a parcel of land located in Collin County, Texas, a part of the Drury Anglin Survey, Abstract Number 2, and being a part James P. Davis Survey, Abstract Number 249, and being all of that called Tract Two – 173.739 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5569, Page 2651, Official Public Records of Collin County, Texas, and also being all of that called 20.005 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5710, Page 3283, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at the southeast corner of said 20.005 acre tract;

THENCE North 89 degrees 47 minutes 26 seconds West, 2014.28 feet to a point for corner, said point being the southwest corner of said 20.005 acre tract;

THENCE North 00 degrees 26 minutes 04 seconds East, 432.62 feet to a point for corner, said point being the northwest corner of said 20.005 acre tract, said point also being in the south line of said 173.739 acre tract;

THENCE North 89 degrees 47 minutes 26 seconds West, 108.39 feet to the most southerly southwest corner of said 173.739 acre tract;

THENCE along the west line of said 173.739 acre tract as follows:

North 00 degrees 12 minutes 34 seconds East, 929.80 feet to a point for corner;

North 89 degrees 47 minutes 26 seconds West, 1399.55 feet to a point for corner, said point being the most westerly southwest corner of said 173.739 acre tract, said point also being in the east right-of-way line of Farm-to-Market Highway Number 2755;

THENCE continuing along the west line of said 173.739 acre tract and along the east right-of-way line of Farm-to-Market Highway Number 2755;

North 01 degrees 07 minutes 01 seconds East, 715.54 feet to a point for corner;

Northwesterly, 966.03 feet along a curve to the left having a central angle of 64 degrees 05 minutes 55 seconds, a radius of 863.51 feet, a tangent of 540.61 feet, and whose chord bears North 30 degrees 55 minutes 56 seconds West, 916.44 feet to a point for corner;

North 00 degrees 37 minutes 01 seconds East, 15.07 feet to a point for corner, said point being the northwest corner of said 173.739 acre tract, said point also being at the intersection of the east right-of-way line of Farm-to-Market Highway Number 2755 with the south right-of-way line of County Road Number 541;

THENCE South 89 degrees 24 minutes 15 seconds East, 4152.64 feet along the south right-of-way line of County Road Number 541 to a point for corner, said point being the northeast corner of said 173.739 acre tract;

THENCE along the east line of said 173.739 acre tract as follows:

South 00 degrees 25 minutes 05 seconds West, 1279.32 feet to a point for corner;

North 89 degrees 39 minutes 34 seconds West, 159.29 feet to a point for corner;

South 00 degrees 24 minutes 16 seconds West, 1137.75 feet to a point for corner, said point being the southeast corner of said 173.739 acre tract, said point also being the northeast corner of said 20.005 acre tract;

THENCE South 00 degrees 26 minutes 04 seconds West, 432.62 to the POINT OF BEGINNING and containing 8,439,493 square feet or 193.744 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

LEGAL DESCRIPTION (79.312 ACRES)

Being a parcel of land located in Collin County, Texas, a part of the Drury Anglin Survey, Abstract Number 2, and being a part of that called Tract One – 80.324 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5569, Page 2651, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a point for corner in the south line of said 80.324 acre tract, said point also being the southwest corner of that called 1.00 acre tract of land described in deed to Craig Gorsuch and Zandrea Gorsuch as recorded in Document Number 20191125001502520, Official Public Records of Collin County, Texas;

THENCE North 89 degrees 04 minutes 31 seconds West, 1081.65 feet to the southwest corner of said 80.324 acre tract;

THENCE along the west line of said 80.324 acre tract as follows:

North 01 degrees 17 minutes 28 seconds East, 1296.52 feet to a point for corner;

North 01 degrees 08 minutes 04 seconds East, 1381.25 feet to a point for corner, said point being the northwest corner of said 80.324 acre tract, said point also being in the south right-of-way line of Farm-to-Market Highway Number 2755;

THENCE along the north and east line of said 80.324 acre tract and along the south and west right-of-way line of Farm-to-Market Highway Number 2755 as follows:

South 89 degrees 24 minutes 15 seconds East, 650.11 feet to a point for corner;

Southeasterly, 1221.78 feet along a curve to the right having a central angel of 90 degrees 30 minutes 00 seconds, a radius of 773.51 feet, a tangent of 780.29 feet, and whose chord bears South 44 degrees 09 minutes 15 seconds East, 1098.67 feet to a point for corner;

South 01 degrees 05 minutes 45 seconds West, 378.73 feet to a point for corner;

THENCE continuing along the east line of said 80.324 acre tract as follows:

North 88 degrees 48 minutes 59 seconds West, 610.31 feet to a point for corner;

South 01 degrees 11 minutes 01 seconds West, 350.00 feet to a point for corner;

South 88 degrees 48 minutes 59 seconds East, 610.85 feet to a point for corner, said point being in the west right-of-way line of Farm-to-Market Highway Number 2755;

THENCE continuing along the east line of said 80.324 acre tract and along the west right-of-way line of Farm-to-Market Highway Number 2755 as follows:

South 01 degrees 05 minutes 45 seconds West, 155.00 feet to a point for corner;

South 00 degrees 49 minutes 45 seconds West, 900.56 feet to a point for corner, said point being the northeast corner of said 1.00 acre tract;

THENCE North 89 degrees 04 minutes 32 seconds West, 358.98 feet to the northwest corner of said 1.00 acre tract;

THENCE South 00 degrees 44 minutes 56 seconds West, 121.37 feet to the POINT OF BEGINNING and containing 3,454,820 square feet or 79.312 acres of land.

LEGAL DESCRIPTION

(2.058 ACRES) ADDITIONAL LAND TRACT 1

Being a parcel of land located in The City of Lavon, Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being all of that called 2.062 acre tract of land described in deed to Connie S. Miller, as recorded in Volume 4001, Page 947, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the northwest corner of said 2.062 acre tract, said point being in the east line of that called Parcel 2-10.224 acre tract of land described in deed to MA LAND HOLDINGS, LLC as recorded in Document Number 2022000152455, Official Public Records of Collin County, Texas, said point also being in the west line of Tract 5, Block U Lakepointe Phase IIA, an addition to the City of Lavon as recorded in Document Number 2021-713, Official Public Records of Collin County, Texas;

THENCE along the common line of said 2.062 acre tract and said Tract 5 as follows:

North 84 degrees 43 minutes 14 seconds East, 235.30 feet to a one-half inch iron rod found at the northeast corner of said 2.062 acre tract;

South 01 degrees 54 minutes 29 seconds East, 418.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" found at the southeast corner of said 2.062 acre tract, said point being the northeast corner of that called 0.906 acre tract of land described in deed to MA LAVON 292, LLC as recorded in Document Number 20210316000512630, Official Public Records of Collin County, Texas;

THENCE South 85 degrees 43 minutes 40 seconds West, 195.11 feet along the south line of said 2.062 acre tract and along the north line of said 0.906 acre tract to a one-half inch iron found at the at the southeast corner of said 2.062 acre tract, said point being the northwest corner of said 0.906 acre tract, said point also being in the east line of said 10.224 acre tract;

THENCE North 07 degrees 25 minutes 51 seconds West, 415.07 feet along the west line of said 2.062 acre tract and along the east line of said 10.224 acre tract to the POINT OF BEGINNING and containing 89,633 square feet or 2.058 acres of land.

LEGAL DESCRIPTION

(27.176 ACRES) ADDITIONAL LAND TRACT 2

BEING a parcel of land located in the City of Lavon ETJ, Collin County, Texas, a part of the Drury Anglin Survey, Abstract Number 2, and being a part of the James P. Davis Survey, Abstract Number 249, and being part of that called Tract Two – 28.07 acre tract of land described in deed to Ronald W. Bazanele & Dorinda A. Bazanele, as recorded in Document Number 2023000056453, Official Public Records of Collin County, Texas, and also being part of that called Tract One – 1.000 acre tract of land described in deed to Ronald W. Bazanele & Dorinda A. Bazanele, as recorded in Document Number 2023000056453, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at the northeast corner of said 28.07 acre tract;

THENCE South 00 degrees 42 minutes 25 seconds West, 358.12 to the southeast corner of said 28.07 acre tract;

THENCE North 89 degrees 47 minutes 48 seconds West, 3,010.38 feet to a point for corner in the south line of said 28.07 acre tract;

THENCE North 00 degrees 28 minutes 57 seconds East, 158.65 feet to a point for corner;

THENCE South 89 degrees 55 minutes 21 seconds West, 522.73 feet to a point for corner in the west line of said 28.07 acre tract;

THENCE North 00 degrees 45 minutes 43 seconds East, 202.41 feet to the northwest corner of said 28.07 acre tract;

THENCE South 89 degrees 47 minutes 26 seconds East, 3,533.55 feet along the north line of said 28.07 acre tract to the POINT OF BEGINNING and containing 1,183,790 square feet or 27.176 acres of land.

LEGAL DESCRIPTION

(150.728 ACRES) ADDITIONAL LAND TRACT 3

BEING a parcel of land located in Collin County, Texas, a part of the James P. Davis Survey, Abstract Number 249, and being all of that called 151.029 acres described in deed to Sandstone Lavon Partners, LTD as recorded in Document Number 20210728001520600, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at the northwest corner of said 151.029 acre tract, said point being in the south line of Farm-To-Market (FM) 541;

THENCE South 89 degrees 17 minutes 11 seconds East, 1,048.44 feet along the south line of FM 541 to a point at the northeast corner of said 151.029 acre tract;

THENCE along the east line of said 151.029 acre tract as follows:

South 00 degrees 27 minutes 43 seconds West, 2,846.99 feet to a point for corner;

South 89 degrees 17 minutes 11 seconds East, 844.30 feet to a point for corner;

South 00 degrees 59 minutes 44 seconds West, 1,620.71 feet to a point at the southeast corner of said 151.029 acre tract;

THENCE along the south line of said 151.029 acre tract as follows:

North 89 degrees 22 minutes 22 seconds West, 1,579.81 feet to a point for corner;

South 00 degrees 20 minutes 00 seconds West, 37.16 feet to a point for corner;

North 89 degrees 28 minutes 30 seconds West, 462.38 feet to a point at the southwest corner of said 151.029 acre tract;

THENCE along the west line of said 151.029 acre tract as follows:

North 00 degrees 43 minutes 30 seconds East, 1,289.96 feet to a point for corner;

North 00 degrees 42 minutes 52 seconds East, 358.12 feet to a point for corner;

North 00 degrees 26 minutes 04 seconds East, 432.62 feet to a point for corner;

North 00 degrees 24 minutes 16 seconds East, 1,137.75 feet to a point for corner;

South 89 degrees 39 minutes 34 seconds East, 159.29 feet to a point for corner;

North 00 degrees 25 minutes 05 seconds East, 1,279.32 feet to a point for corner;

North 00 degrees 32 minutes 06 seconds East, 9.95 feet to the POINT OF

BEGINNING and containing 6,565,698 square feet or 150.728 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

EXHIBIT A-2

PID PROPERTY DESCRIPTION AND MAP

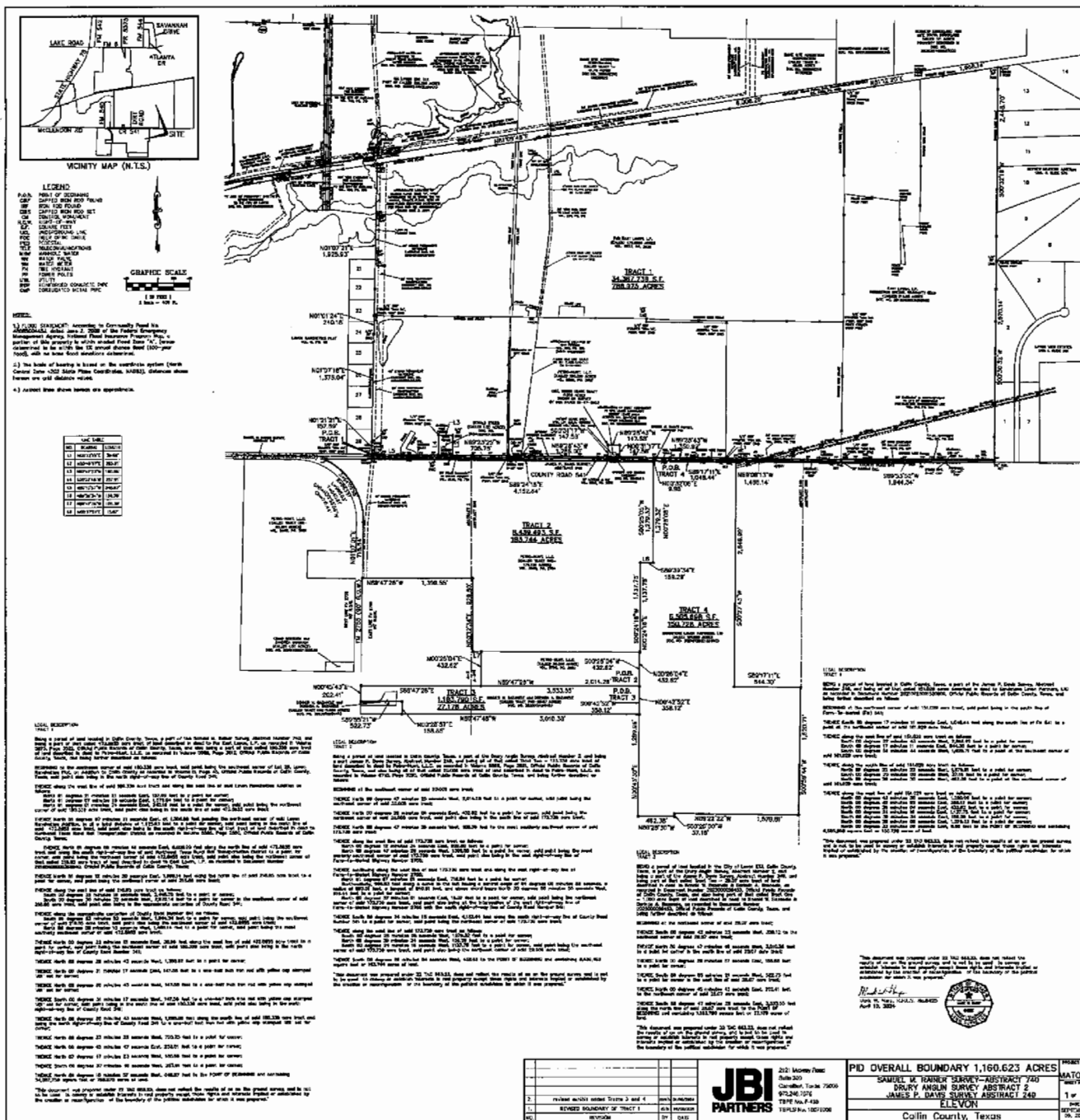


EXHIBIT A-3

APPLICABLE DEVELOPER

Developer	Property
2 Acre Additional Land	MA Elevon 429, LLC, its successors, all affiliates (including, without limitation, MA Land Holdings, LLC)
27 Acre Additional Land	MA Elevon 429, LLC, its successors, all affiliates (including, without limitation, MA Land Holdings, LLC)
150 Acre Additional Land	S2 Land Development, LLC
All other Property (as defined in the Development Agreement)	MA Elevon 429, LLC, its successors, all affiliates (including, without limitation, MA Land Holdings, LLC)

EXHIBIT B

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____, (the "Developer") and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Improvement Account of the Project Fund] from _____, (the "Trustee") in the amount of _____ DOLLARS (\$_____) for costs incurred in the establishment, administration, and operation of the [Eleven Public Improvement District][Eleven Public Improvement District No. 2] (the "PID") [and/or costs associated with the issuance of Bonds (defined below)], as follows:

Cost Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, 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 above referenced establishment, administration, and operation of the PID at the time of the delivery of the [INSERT NAME OF BONDS](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 Actual Costs incurred by Developer with the establishment of the PID at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the 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 said review.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____, a Texas _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

Closing Costs	Amount to be Paid by Trustee from Cost of Issuance Account	Amount to be paid by Trustee from Improvement Account
\$ _____	\$ _____	\$ _____

CITY OF LAVON, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C - 1
CONCEPT PLAN

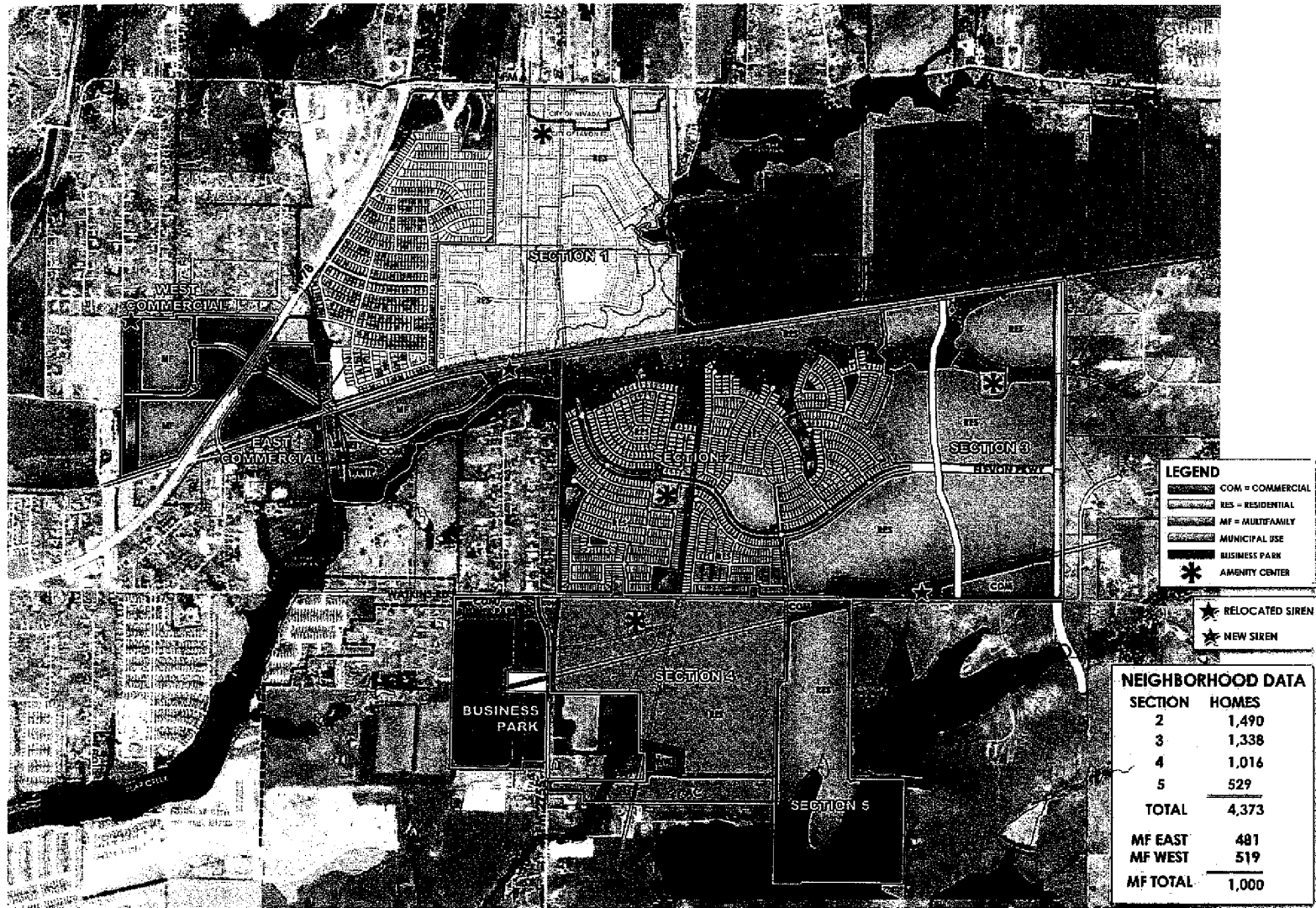


EXHIBIT C-2
OPEN SPACE PLAN

LEGEND

- 6'-8" WIDE PRIVATE TRAIL
- 6' WIDE PUBLIC TRAIL
- 8' WIDE PUBLIC TRAIL
- * AMENITY CENTER

PER DEVELOPMENT AGREEMENT, A MINIMUM OF 190 ACRES OF OPEN SPACE AND 6 POCKET PARKS ARE REQUIRED.

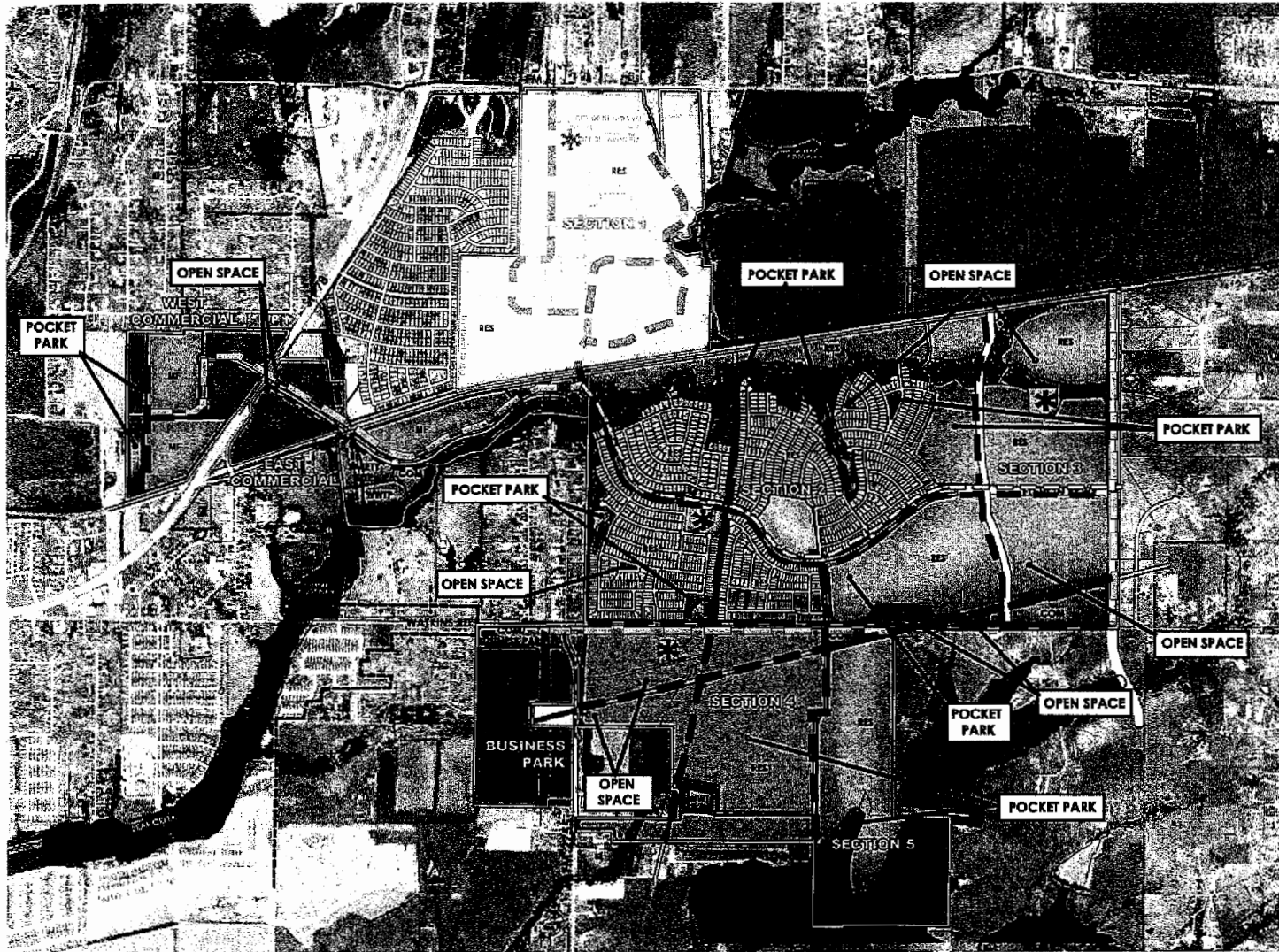


EXHIBIT C-3

ROAD PLAN

LEGEND

- M&D 90' ROW - 4 LANE DIVIDED
- C&U 60' ROW - 2 LANE UNDIVIDED
- C&D 70' ROW - 2 LANE DIVIDED
- C&U 70' ROW - 4 LANE UNDIVIDED
- P&D 120' ROW - 6 LANE DIVIDED
- CITY LIMIT LINE
- ROUND-A-BOUT
- AMENITY CENTER
- *



EXHIBIT D

HOME BUYER DISCLOSURE PROGRAM

The (as defined in the Service and Assessment Plan) of the Elevon Public Improvement District or Elevon Public Improvement District No. 2 (the “PID”) shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property if not already filed by the Developer.
2. Attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer’s contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment PID and require that such signage be located in conspicuous places in all model homes.
6. If the homebuilders estimate monthly ownership costs, they must include special assessments in estimated property taxes.
7. Notify Settlement Companies that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.

EXHIBIT E
DEVELOPMENT STANDARDS

EXHIBIT E

ELEVON DEVELOPMENT STANDARDS

I. COMMUNITY FRAMEWORK

Elevon will be a multi-generational community where an emphasis on being able to experience a small-town environment where you know your neighbors and is balanced with the conveniences of a suburban lifestyle.

A variety of housing types will be provided to meet the needs of a complete life cycle. This will allow residents to move within the community and not have to distance themselves from family and friends as changes occur in their lives.

In keeping with the vision of community, public and private spaces are given equal importance. Open spaces and common areas are interspersed throughout the neighborhoods so as to encourage personal interaction by families and residents in all stages of life.

The Development shall meet the standards in the Subdivision Regulations and the Zoning Ordinance, as may be amended from time to time, except where specified herein and except that the property shall generally be developed in accordance with the associated exhibits referenced herein and attached to the Development Agreement:

Exhibit C-1	Concept Plan
Exhibit C-2	Open Space Plan
Exhibit C-3	Road Plan
Exhibit DS-1	Courtyard Product
Exhibit DS-2	Villas at Elevon
Exhibit DS-3	Elevon Section 5

II. OPEN SPACE

A cumulative total of at least 190 acres of land within the Property shall be used as open space. The general location as shown on Exhibit C-2 Open Space Plan of the Development Agreement. The open space will have the following features.

1. The open space will be dispersed throughout the community. In order for the open space to be counted towards meeting the minimum requirement, it must be at least 0.25 acres in size or contain natural features such as creeks, varied topography, or stands of trees, or contain recreational elements (i.e. hike & bike trail, etc.), as well as being readily accessible to the residents through sidewalks and with parking as applicable.
2. The open space shall be owned by the Homeowners Association/Property Owners Association or the City.
3. At least one primary amenity center and at least one secondary amenity center shall be provided for residents. The amenity centers collectively shall include at a minimum, air-conditioned space,

swimming pool(s), fitness center(s), and family lifestyle-oriented facilities.

4. At least one dog park shall be provided. The dog park shall be at least one acre in size.
5. At least six pocket parks shall be provided. The pocket parks shall meet or exceed the following minimum specifications:
 - a. A minimum size of 1/2 acre each.
 - b. Pocket parks shall have street frontage on at least two sides.
 - c. A minimum five-foot sidewalk or trail shall be provided around the perimeter of the space adjacent to streets. The sidewalk may meander through the pocket park.
 - d. Shaded areas for seating shall be provided.
 - e. Benches for seating shall be provided.
 - f. Within the development, there will be other amenities including a splash pad, playground equipment, sports court, gazebo, fishing pier, picnic tables, and other recreation facilities.
6. A master trail plan, as depicted in Exhibit C-2 Open Space Plan, of the Development Agreement, shall be provided by the Developer working with the City in general accordance with a Regional Trail System. The trails shall be built in conjunction with the adjacent development, constructed of concrete, and shall be at least six (6) to eight (8) feet wide.

III. COMMUNITY DESIGN STANDARDS

1. Community Buffers:

A. Primary Roads, P6D & M4D:

1. A minimum 20-foot wide landscape buffer shall be provided along both sides of the primary roads. Berms and retaining walls may be constructed within the buffer. The berms may encroach up to 3' into the right-of-way and shall not exceed a 3:1 slope. A visibility triangle of 30 feet by 30 feet shall be provided at all primary road intersections.
2. A mix of shade and ornamental trees shall be planted within the required landscape buffer. Shade trees shall be planted one per 60 linear feet. Trees may be grouped when necessary to preserve topographical features or if special circumstances are present.
3. Pervious ground cover shall be planted throughout the buffer. Ground cover includes, but is not limited to, shrubs, grasses, and/or mulched planter beds.

B. Residential Collector Streets, C4U and C2D:

1. Where single family lots back or side a Collector Street, a minimum 10-foot-wide landscape buffer with 1 shade tree per 60 linear feet of street frontage shall be provided within the buffer. Trees may be grouped when necessary to preserve topographical features or if special circumstances are present. A minimum visibility triangle of 30 feet by 30 feet shall be provided at all non-primary road intersections.
2. Ground cover shall be planted throughout the buffer. Ground cover includes, but is not limited to, shrubs, grasses, and/or mulched planter beds.
3. A minimum five-foot wide, concrete sidewalk shall be provided within the buffer and/or street right-of-way on both sides of the street. Developer shall install the sidewalk where homes do not front or side the street, and builder shall install the required sidewalks on the front and/or side of lots with the construction of each home.
4. In those instances where homes front the Collector Street, the landscape buffer will not be required.
5. Road types shall be specified for future phases on associated preliminary plat(s) for

review, subject to review and approval by the City Engineer.

2. Buffer Vegetation:
 - A. Shade Trees: Shade trees shall be three-inch caliper in size, measured 12 inches above the planting surface, at the time of planting. Trees may be located within the buffer or street right-of-way, if approved by the Public Works Director. Shade trees include Live Oak, Red Oak, Bur Oak, Chinquapin Oak, Bald Cypress, Cedar Elm, Southern Magnolia, Chinese Pistache, Pecan Texas Ash, Eastern Red Cedar, or otherwise as approved by the City Manager or designee.
 - B. Shrubs: Shrubs shall be a minimum 3 gallons in size at the time of planting and shall attain a minimum height of three feet within two growing seasons.
3. Irrigation: Landscape buffers shall be irrigated with irrigation systems. Trees and shrubs shall be irrigated by drip irrigation lines. Other landscaping may be irrigated by spray irrigation.
4. Perimeter Screening (streets labeled on Exhibit C-3 Roads of the Development Agreement):
 - A. Primary Streets, P6D & M4D:
 1. Screening shall be six feet tall and constructed with one or a combination of brick, stone, ornamental open fencing and landscaping.
 2. Masonry columns will be a maximum every 100 feet.
 - B. Collector Streets, C4U and C2D:
 1. Screening shall be six feet tall and constructed with one or a combination of the following, brick, stone, board on board cedar fencing, ornamental open fencing and landscaping. Board on board cedar fencing shall not comprise more than 50 percent of screening materials.
 2. Masonry columns will be a maximum every 100 feet.
 - C. Where rear yard fencing is adjacent to a street, the HOA/POA shall maintain the fencing.
5. Community Entry Features: Architectural designed monuments shall be located at the primary entrances of the Eleven Development. The specific designs and locations shall be determined at the time of Entry Feature Plan approval by the City. Entry Features shall be included in common areas to be owned and maintained by the HOA/POA.

IV. RESIDENTIAL

1. General – All Residential Areas

1. Includes a maximum of 4,373 single family residential units (lots and attached product to include duplexes and townhomes lot types).
2. Dimensional Standards shall be in accordance with the Dimensional Standards table below.
3. Garages may be front, side or rear facing and must provide a minimum of 20 feet from the garage door to the property line it faces, with the exception of Section 2, Phase 2D.
4. Model Homes, including those with onsite sales offices are allowed.
5. Adjacent houses may not have the same floor plans and elevations. If the same or similar plans and elevations are used by a Builder for two or more houses, then the following restrictions apply: (a) if such houses are on the same side, or opposite side of the street, they may not be within three (3) Lots of each other (2 intervening lots between repeated elevations); and (b) if the houses have the same or similar floor plans but different elevations and are on the same side, or opposite sides, of the street, they may not be within two (2) Lots (1 intervening lot) of each other.
6. Temporary concrete batch plants serving the Development are allowed, subject to City Engineer

approval and conditions upon application, and must be removed once construction of the development is completed. Should the location be proposed to change, a new application shall be required.

7. Temporary buildings incidental to infrastructure construction work, including temporary construction, development and sales trailers are allowed until the Elevon Development is completed.

2. Courtyard Lot Type (See Exhibit DS-1)

- A. The design and development of the Courtyard Lot Type shall generally conform to Exhibit DS-1.
- B. Dimensional Standards shall be in accordance with the Dimensional Standards table below.
- C. Courtyard lot types are required to have a portal and architectural wall which creates an outdoor living space between the main living area and the front entry element. The garage can either be attached or detached from the main living area. No more than 50% of the Courtyard homes can have an attached garage.
- D. Masonry columns are required at the front corners of the fence.
- E. Front fence will be a six-foot (6') privacy fence and shall match the architectural elements of the building façade.
- F. Garage doors shall include one or more of the following: accent hardware, windows, wood or wood-like texture, or other architectural features.

3. Elevon Section 5 (See Exhibits DS-3 & DS-3A)

- A. Elevon Section 5 shall consist of a general Residential zone (see Section IV.(1) above for general residential standards), and a Patio Home zone. The design and development of Elevon Section 5 shall generally conform to Exhibit DS-3 and DS-3A.
- B. Dimensional Standards shall be in accordance with the Dimensional Standards table below.
- C. Unless otherwise specified, development within Elevon Section 5 is governed by the Lavon Code of Ordinances, as amended. In the event of any conflict or inconsistency between these standards and the applicable City regulations, the terms and provisions of this ordinance and associated exhibits shall apply.
- D. In the event of a conflict between the written text and the illustrations provided in this ordinance, the written text contained herein shall control.
- E. An associated plat similar to the concept plan depicted in Exhibit DS-3, meeting the Lavon Code of Ordinances, shall be required to be filed with the County Clerk prior to the issuance of a Building Permit. Standards contained herein are not intended to reflect Subdivision Ordinance or engineering-related waivers of any type.
- F. The following uses are permitted within Elevon Section 5:
 1. Single family detached residential
 2. Open Space
 3. Dog Park
 4. Commercial uses per the "Commercial" section contained within Exhibit E, Section V below.

G. Patio Home Parking Requirements:

Minimum Parking*	
Garage Parking	2 parking spaces
Unit Driveway Parking (Min. 20-feet from garage door to property line)	2 parking spaces
Guest Parking (Community)	1 parking space per dwelling unit

* Parking requirements shall not be double counted (i.e. double dip). A typical parking space is 9'x18'. Each parking requirement shall be provided off-street (outside of the public right-of-way).

H. Patio Home Fencing:

- a. Each home shall provide a private wrought iron fenced side yard. Artificial turf may be permitted to be used in the side yard if material specifications and maintenance program is provided for review, consideration, and approval by the City prior to installation. Height of private home fencing shall be between three and six feet tall.

I. Patio Home Building Architecture:

- a. Building Architecture shall provide four-sided architecture and at least two masonry materials on all facades that face a street or mews.
- b. The Patio homes shall be built in accordance with the graphic presented on Exhibit DS-3A, DS-3 X1, DS-3 X2, & DS-3 X3 in terms of style, quality, materials, color/palette, and cohesiveness.
- c. Architectural Diversity – Any house front elevation shall not be repeated on the houses adjacent to it on any side. A minimum of two distinct front elevations distinguished by color, materials, massing, composition, prominent architectural features such as door and window openings, porches, and roof lines shall be provided for each building type so that a minimum of four total styles are provided for the neighborhood, as depicted on the Exhibits DS-3 X1-X3.
- d. 100% of the exterior materials will consist of any of the following materials: masonry, stucco or cementitious siding.
- e. Roof Pitch: the minimum roof pitch for all buildings shall be 4:12.
- f. Garage doors will face the alley.

4. Dimensional Standards

All setbacks and restrictions below apply per building and not per unit for attached product including townhomes and duplexes. Tracts designated as Residential on the Concept Plan C-1 shall comply with the dimensional standards in the "Residential" column unless otherwise specified:

Lot Type	Residential - Other	Courtyard	Section 5 - Patio Homes
Minimum Front Yard Setback	10-feet	10-feet	6-feet
Minimum Side Yard	5-feet	5-feet	Minimum Side Yard with Neighboring Structure on Lot Zero Lot Line - 10'
			Minimum Side Yard With Neighboring Private Side Yard - 0'
Minimum Side Yard Corner Lot	10-feet	10-feet	10-feet
Minimum Rear Yard Setback	10-feet	8-feet	20-feet
Minimum Building Separation	10 feet	10 feet	10 feet
Minimum Open Space Depth between Front of Structures on Mews			30 feet
Minimum Lot Width	26 feet	26 feet	32 feet
Minimum Lot Depth	100 feet	100 feet	95 feet
Maximum Lot Coverage (Impervious Surface of Building Foundations)	75%	75%	75%
Maximum Main Structure Height	2 1/2 Stories - 40 feet	2 1/2 Stories - 40 feet	2 Stories - 36 feet
Maximum Accessory Structure Height	30-feet	30-feet	30-feet

V. COMMERCIAL

1. Uses:
 - A. Permitted uses shall be in accordance with Table 2.1, attached.
2. Development Standards: Development shall be in accordance with the standards established in the Retail District (R) in the City's Code of Ordinances as it exists on the date of the adoption of this Agreement for 10 years, unless otherwise identified below.
 - A. Maximum Building Size: 30,000 square feet. Should a larger building be proposed, a Conditional Use Permit shall be required.
 - B. Building Placement, Orientation and Site Design:
 1. Minimum Front Yard setback is 25 feet.
 2. Prior to the issuance of any building permit, a site plan shall be submitted for review and approval to the City in accordance with the Zoning Ordinance and the Concept Plan.
 3. Minimum Lot Area: 10,000 square feet.
 4. There is no Minimum Building Size.
 5. Maximum Height is 45 feet with the exception of hotel uses, which shall be 65 feet.

Proximity slope shall be provided: for the first 50 feet adjacent to single family residential, the maximum height shall be 30 feet.

VI. BUSINESS PARK

1. The following standards shall apply to the Business Park.
 - A. Permitted uses shall be in accordance with Table 2.1, attached.
 - B. Business Park Development Standards: Development shall be in accordance with the standards established in the Business Park District (B) in the City's Code of Ordinances as it exists on the date of the adoption of the Development Agreement for 10 years, unless otherwise identified below.
 1. Site Design, building Placement, Orientation and Process Controls:
 - a. Service doors for loading or for auto or similar service shall not face a public street unless screened.
 - b. The property shall be screened from a public street. Screening can be a wall/fence. The wall shall have a minimum height of 6 feet.
 - c. Landscape Buffers: A minimum 15-foot-wide landscape buffer shall be provided adjacent to all street rights-of-way and shall be maintained as permanent green space. Said landscape buffer shall be comprised of, at a minimum, the following materials:
 1. Buffer Vegetation:
 - a. Shade Trees: Shade trees shall be 3 caliper inches in size, measured 12" above the planting surface, at the time of planting.
 - b. Ornamental Trees: Ornamental trees shall be 2 caliper inches in size at the time of planting.

VII. MULTI-FAMILY

1. Up to 1,000 Multi-Family units, which include Single Family Rental, can be built. Multi-Family units may be located in the areas on the Concept Plan shown as Commercial and/or Mixed-use, Single Family Rental, and encompass a maximum of 20% of the Business Park land area.
2. Density shall not exceed 24 units per acre.
3. Prior to the issuance of any building permit, a site plan shall be submitted for review and approval to the City in accordance with the Zoning Ordinance and the Concept Plan.
4. Development of the first phase of the Single Family Rental tracts shall be in accordance with Exhibit DS-2. Where conflicts may exist between requirements below and requirements within Exhibit DS-2, Exhibit DS-2 shall control.

General

(1) Site plan approval. Facade and siting approval shall be part of the overall site plan approval process. This will include, but not be limited to, the materials used on each facade, the orientation of buildings to the street, adjacency to single-family residential developments and commercial buildings, and location of open space. Site plans may be approved by the director of development services through the civil plan review process or as part of a planned development.

(2) Setbacks adjacent to single-family residential. When any multi-family development is sited adjacent to a single-family zoning district or vacant land designated as single-family on the comprehensive plan, the following regulations apply:

Article 14.02, Part Three, Table 4 Setbacks and Landscape Buffers Adjacent to Single-Family		
Structures - Number of Stories	Setback from Adjacency to SF	Buffer Width within Setback
1 or 2 story	40 feet	20 feet
3 story	60 feet	25 feet
4+ story	100 feet	30 feet

Note 1. Parking and/or drive aisles may be located within the setback.

Note 2. Refer to landscaping requirements within buffers.

(3) Parking regulations for multi-family developments. The minimum off-street parking and loading regulations shall comply with the following:

- (A) No garage doors shall face a public street unless screened.
- (B) No covered parking spaces and/or detached garages may be placed between a multi-family building and a public street unless screened.
- (C) Stacking spaces (tandem spaces between the garage door and fire lane) shall not be counted towards required parking spaces.
- (D) The ratio of required parking spaces per bedroom shall be as follows:

Multi-Family Parking Spaces per Unit Size	
Type of Unit	Number of Spaces
Studio	1
1 bedroom	1.5
2 bedrooms	2.0
3+ bedrooms	2.5
Total required spaces	No less than 1.7 spaces per dwelling unit overall

(4) Open space. All multi-family developments require a minimum of twenty percent (20%) of the gross acreage as open space with a minimum of 10 percent of the gross acreage being usable open space. Usable open space is designed and intended to be used for outdoor living and/or recreation. It excludes land within the floodplain without being manicured and having a trail, land that is too steep for normal recreation, landscape buffers without shaded trails, detention and retention ponds without programming/amenities, and private patios/fenced

backyards. Outdoor recreation amenities at an amenity center for a multi-family project, such as a pool, or indoor recreation amenities, such as a fitness room, can be utilized toward this requirement but can only include the area specifically for the amenities (ex. not the mail center or leasing office, etc.). Any open space area shall be platted as a common area lot, be owned and maintained by the owner or management firm and be designated with an “X” on the plat. Open space should be located to preserve existing trees and other desirable physical features.

(5) Maximum number of 3+ bedroom units per multi-family project. No more than fifteen percent (15%) of the total units of any multi-family project shall have three (3) or more bedrooms.

(6) Mail kiosks. Each mail kiosk shall have a minimum of three (3) parking spaces within fifty (50) feet of the kiosk, unless a drive-thru facility is provided. The mail kiosk must be constructed of the same materials as the amenity center.

Design

i.Exterior materials for multi-family construction. The Developer will sign a consent form acceptable to the City which will be recorded.

Exterior Materials for Multi-family	
Categories	Materials
A	Brick, Stone, or Manufactured Stone, except walls along patios & balcony elements.
B	Split-Face CMU, Stucco, Cementitious Fiber Board, Treated Engineered Wood ¹
Prohibited	Plain Concrete Block, Aggregate, Vinyl, Plastic, Tilt Wall, Metal, Natural Wood, Tile, Glass, EIFS ²

Required Percentages of Exterior Materials for Multi-family		
Facades	Percentage Breakdown	Definition
Primary	Minimum 50% Category A	Exterior walls of buildings which face a street or parking area
	Maximum 50% Category B	
	0% Category C	
Secondary	Minimum 50% Category A	Exterior walls of buildings which are NOT clearly visible from a public street, such as an interior courtyard
	Maximum 50% Category B	
	0% Category C	

Note 1. Treated engineered wood or EIFS may be used for trim or soffit construction - the percentage of treated engineered wood or EIFS must be subtracted from the percentage of

other category materials so that the total percentage of any given facade remains as stated above.

Note 2. Tilt wall is prohibited as an exterior material for multi-family structures.

(2) Design standards for multi-family construction.

(A) Two masonry materials required. At least two (2) masonry materials shall be used on all exterior facades.

(B) Uniform architectural style. All buildings within a common development, as shown on a development plan, conceptual plan, or site plan, shall have similar architectural styles, materials, colors and detailing; however, sufficient variations should be incorporated to discourage exact duplicate buildings.

(3) Facades adjacent to single-family. Facades shall generally be built perpendicular when adjacent to single family districts unless set back a minimum of 60 feet from single-family property lines.

(4) Accessory building materials. Amenity centers, covered garages, and other accessory buildings shall meet the exterior material requirements of the primary facades. Carports shall meet the exterior material requirements of the primary facades with the exception of the support poles, which may be constructed of painted metal.

(5) Amenities and hardscape. All streetscape elements and site amenities, such as bike racks, trash receptacles, lampposts, and tree grates shall generally be dark in color. Bollards may be concrete or cast metal and shall be of decorative design.

(6) Roof design. Roofs shall be peaked with either hip, gable or mansard design with a minimum one-to-four (1:4) pitch, or a parapet wall or false mansard design with a minimum one-to-two (1:2) pitch is acceptable only if constructed around the entire perimeter of a building so that no flat roof shall be visible from a public street.

(7) Roof materials. Any accessory structure (such as a garage, carport, or amenity center) within a multi-family development shall have a decorative metal roof or a parapet wall to shield roof-mounted equipment.

(c) Architectural features. All multi-family primary buildings shall be designed to incorporate no less than three (3) of the architectural features from the list below.

(1) Canopies, awnings, porticos with colonnade or arcades.

(2) Raised pilaster cornices (end columns at corners), or quoined corners (any of various bricks of standard shape for forming corners of brick walls or a wedge-shaped piece of wood, stone, or other material, used for various ornamental purposes at corners).

(3) Vertical elements (tower, cupola, lighthouse, turret, arches, etc.).

- (4) Accented windows and doors framed with smooth cobblestone, cast stone, limestone, or other decorative masonry headers and sills, or dormer windows.
- (5) Outdoor patios and/or courtyards (landscaped and furnished) integrated into a site's layout that creates a sense of place for informal and experiential gathering.
- (6) Decorative and repetitive ornamentation (non-signage) integrated into the building facade, such as corbels, medallions, functioning clocks, niches, wrought iron, balconettes, gargoyles, or rhythm patterned brickwork.
- (7) Other similar architectural features, as approved by the City Administrator or designee.

VIII. SUBDIVISION STANDARDS

1. Streets:

- A. Adequate streets shall be provided by the subdivider. The arrangement, character, extent, pavement width, right-of-way width, grade and location of each street shall conform to these standards and shall be considered in its relation to existing and planned streets, topographical conditions, significant natural features such as mature trees or water, public safety and convenience, and its relationship to the proposed uses of land to be served by such street.
- B. Additional right-of-way dedication shall not be required from a previously platted property where:
 - 1. The plat of such property is being modified by an amending plat; or
 - 2. The Plat of such property is being modified by a replat, and where:
 - a. The property is occupied by a building or buildings; and
 - b. The sole purpose of the replat is to remove previously platted fire lanes, easements, mutual access easements, or delineate the legal boundaries of ownership of the property; and
 - c. No additional development rights will be conveyed to the property as a result of the replat.
- C. The arrangement of streets in a subdivision shall:
 - 1. Conform to a plat approved by the City Council to meet a particular situation where topographical or other conditions make continuance or conformity with existing streets impracticable, subject to review and approval by the City Engineer.
 - 2. Existing streets in adjoining areas shall be continued into the proposed subdivision. Proposed streets shall be at least as wide as, and in alignments with, such existing streets in the adjoining subdivision.
 - 3. Where adjoining areas are not subdivided, the arrangement of streets in the subdivision shall make provision for the proper projection of streets into such unsubdivided area.
 - 4. Street intersections shall be as nearly at right angles as practicable, giving due regard to terrain, topography, site distances and safety. All arterial and collector streets, unless otherwise approved by the City Council, shall intersect at or near a ninety (90) degree angle, +/- (plus or minus) 10°(degrees).

5. The centerline offset of street jogs shall be no less than 125 feet.

D. Centerline tangent and radii shall be as follows:

<u>Design Speed</u>	<u>Tangent</u>	<u>Radius</u>
20 mph	0'	150'
30 mph	25'	250'
35 mph	50'	400'
45 mph	100'	600'

E. Half streets shall be prohibited, except when essential to the reasonable development of the subdivision in conforming with the other requirements of these regulations, and where the Planning and Zoning Commission finds it will be practical to require the dedication of the other one-half (1/2) of the street when the adjoining property is subdivided.

1. Whenever a half street is allowed, the pavement width shall not be less than twenty-five (25) feet (Back to Back of Curb). Where a half street is being dedicated along a common property line, the developer shall dedicate not less than one-half (1/2) of the minimum right-of-way requirements as prescribed by this ordinance. In no event, however, shall such dedication be less than thirty-five (35) feet of right-of-way.
2. Where a half street exists, the developer of the property abutting the other side of the half street shall be required to construct, and dedicate right-of-way for, the remaining portion of the street.

F. Local streets shall be laid out so as to discourage their use by cut-through traffic.

G. Street rights-of-way and pavement widths shall be as follows:

Exhibit C-3 -				
Street Type	Road Plan Designation	R.O.W. Width	Pavement Width (f-f)	Design Speed (max)
Alley - Other		20'	12'	15 mph
Alley - Section 5*		28'	24'	20 mph
Residential		50'	30'	30 mph
Adjacent to a public or private school		60'	36'	30 mph
Residential, Divided*	C2D	70'	See Ex. DS-3	30 mph
Residential Collector	C2U	60'	36'	30 mph
Major Collector, Undivided	C4U	70'	48'	35 mph
Arterial, Four-Lane Divided	M4D	90'	2x24'	45 mph
Arterial, Six-Lane Divided	P6D	120'	2x36'	45 mph

* Refer to Exhibit DS-3 for Section 5 Alley Cross Section

H. Residential streets with R.O.W. of 50 feet shall also have a minimum five-foot utility easement on each side.

I. As applicable, pavement widths shall be measured from the face of one curb to the face of the opposite curb.

J. The City Council may determine that topography, length of street, existing street pattern, location of existing building, nature of the proposed land use, or other special conditions warrant a street of greater or lesser width. However, the relationship of pavement width to right-of-way width shall be consistent with the requirements of this subsection and the Design

Standards.

- K. **Block Length.** The length of any block or street segment, including a looped street, shall be a maximum of 1000 feet, as measured along the blockface of a contiguous group of lots, regardless of placement within the subdivision and regardless of nearby terminating streets. When a block is not perfectly square, the largest blockface measurement of each of the four sides shall be the number utilized for this standard (as measured along the longest property line of the contiguous group of lots).

a. **Modifications**

- i. Each and every application for Modification to this standard shall be decided solely and entirely on its own merits; and the disposition of any prior or pending application for Modification shall not be allowed to enter into or affect any decision on the application in question.
- ii. Monetary interests or housing density yield standing alone shall not be justification for the granting of a Modification.

b. **Minor Modifications:**

The following Minor Modifications can be considered by the City Manager or their designee, upon request, and shall result in blocks of no greater than 1,400 feet and shall include mid-block pedestrian access (minimum 10 feet wide with a sidewalk) when they exceed the 1,000-foot standard:

- i. Where there is a block along perimeter of a proposed subdivision, which backs to floodplain not utilized for open space or some other unusable area;
- ii. Where there is a block along the perimeter of a proposed subdivision, adjacent to a collector or arterial roadway;
- iii. Where a unique, topographical, or site-specific feature(s) is or will be present and would result in unreasonable required access; or
- iv. Where there is a unique circumstance in the area, the land, or a proposed neighborhood that results in a demonstrated need for a block of up to 1,400 feet.

c. **Major Modifications:**

1. The City Council is responsible for reviewing Major Modification requests that do not qualify for Staff approval, and to review appeals of Staff decisions/interpretations.
2. The City Council's decision to approve or deny a request for a Modification to this standard shall be based on the following considerations:
 - a. The physical conditions of the property, such as steep slopes, floodplain, drainage, property shape, make compliance to the specific standard physically impossible, and this hardship is not created by the applicant; or
 - b. The following three considerations together:
 - i. applicant presents an alternative means of compliance that clearly demonstrates how the exception to the standard would equal or exceed the existing standard in terms of achieving connectivity, providing travel choice, and achieving neighborhood walkability; and
 - ii. The Modification will not significantly impact adjacent property owners, the character of the area, traffic conditions, parking, public infrastructure, water quality management, and other matters affecting the public health, safety,

and general welfare; and

- iii. The Modification will not result in a substantial departure from the basic design principle that blocks should be short to contribute to direct pedestrian routes that provide for neighborhood walkability.
- L. Residential (31' B-B) street pavement shall be constructed of concrete being six (6) inches in thickness and 3,600 psi concrete pavement with No. 3 bars at 18-inch centers each way. Pavement crowning shall be 5 inches.
- M. Residential Collector Undivided, C2U(37' B-B) street pavement shall be constructed of concrete being six (6) inches in thickness and 3,600 psi concrete pavement. with No. 4 bars at 18-inch centers each way. Pavement crowning shall be 6 inches.
- N. All street sub-grades shall be lime stabilized with hydrated lime in the amount of 6% by weight to a depth of six (6) inches for the stipulated width plus one foot behind the curbs or minimum required by geotechnical investigation.
- O. Residential Collector, Divided, C2D (2-19' B-B) street pavement shall be constructed of concrete is six (6) inches in thickness and 3,600 psi concrete pavement. with No. 4 bars at 18-inch centers each way. Cross slope of 2%.
- P. Major Collector Undivided, C4U (49' B-B) street pavement shall be constructed of concrete is eight (8) inches in thickness and 3,600 psi concrete pavement. with No. 4 bars at 18-inch centers each way. Pavement crowning shall be 7 inches.
- Q. Arterial, Four-Lane Divided, M4D(2-25' B-B) street pavement shall be constructed of concrete is eight (8) inches in thickness and 3,600 psi concrete pavement. with No. 4 bars at 18-inch centers each way. Cross slope of 2%.
- R. Arterial, Six-Lane Divided, P6D (2-37' B-B) street pavement shall be constructed of concrete is eight (8) inches in thickness and 3,600 psi concrete pavement. with No. 4 bars at 18-inch centers each way. Cross slope of 2%.
- S. Curbs shall be 6" in height.
- T. Alley-Other and Alley-Section 5 pavement shall be 8"-5"-8" (edge-center-edge) with a 5" invert. 3,600 psi concrete pavement with No. 4 bars at 24-inch on center transverse.
- U. The minimum slopes of a street or alley shall be 0.60 percent. The maximum slope for residential street shall be 10 percent (10%). The maximum slope for a major collector or arterial shall be 7 percent (7%).
- V. The centerline offset of street jogs shall be no less than 125 feet.
- W. Vertical Alignment
 - 1. Profile grades of streets and alleys shall be connected by vertical curves of a minimum length expressed as a multiple of the algebraic difference between the rates of grades, expressed in feet per hundred feet and the values shown as follows: (L-minimum length of curve) (A-algebraic difference in grade)
- X. Design Speed:

Design Speed (MPH)	Stopping Sight Distance (Ft)	Crest Vertical Curve (K min)	SAG Vertical Curve (K min)
30	200	19	37
35	250	29	49
40	305	44	64
45	360	61	79

2. Drainage:

- A. The Rational Method: The Rational Method is based on the direct relationship between rainfall and runoff, and the method is expressed by the following equation:
 $Q = CIA$ where:
1. "Q" is the storm flow at a given point in cubic feet per second (C.F.S.).
 2. "C" is a coefficient of runoff.
 3. "I" is the average intensity of rainfall in inches per hour for a period equal to the time of concentration. The time of concentration is the sum of overland flow plus pipeline flow from the furthest point in the drainage area. Variable time of concentration method shall be allowed for storm sewer design.
 4. "A" is the area in acres that is tributary to the point of design.
- B. The relationship between rainfall and runoff is expressed through application of the Rational Method with satisfactory accuracy for small watersheds, but the accuracy diminishes as the watershed to which the procedure is applied increases in size. For this reason, in development of runoff rates in larger drainage areas (200 ac.) use of the unit hydrograph method or other approved method is required. The size and shape of the watershed must be determined through the use of plan metric-topographic maps of the area, supplemented by field surveys in areas where topographic data has changed or where the contour interval is insufficient to adequately determine the direction of flow.
- C. Runoff Coefficients: Runoff coefficients, as shown in Table I, shall be the minimum used, based on total development under the Owner's or Applicant's proposed land uses.

TABLE 1
RUNOFF COEFFICIENTS

LAND USE	RUNOFF COEFFICIENT "C"
Agricultural, Park/Open Space	0.35
Single Family > 10-acre average lot area	0.40
Single Family < 10-acre average lot area	0.50
Multiple Family	0.80
Parking Lot	0.80
Office	0.80
Neighborhood Service	0.80
General Retail	0.80
Commercial, Church and School	0.80
Central Commercial	0.90
Industrial	0.90
Planned Development	variable

- D. Where land uses other than those listed in Table I are planned, a coefficient shall be

developed utilizing values comparable to those shown. Larger coefficients may be used if considered appropriate to the project by the Engineer.

- E. Rainfall Intensity (I): Rainfall intensity will be determined from the county rainfall Intensity/duration/frequency tables as published by the North Texas Council of Government.
- F. Time of Concentration (Tc): The time of concentration is defined as the longest time, without interruption of flow by detention systems, that will be required for a drop of water to flow from the upper limit of the drainage area to the point of concentration. The time of concentration to any point in a storm drainage system is the summation of the inlet time and the time of flow in the conduit or channel. The inlet time is the time for water to flow over the surface of the ground from the upper limit of the drainage area to the first storm drain inlet. The flow time in the conduit or channel is computed by dividing the length of the conduit by the average velocity in the conduit. Inlet time decreases as the slope and the imperviousness of the surface increase.
- G. Minimum inlet time is 10.0 minutes. Minimum inlet time for residential is 15.0 minutes.
- H. Design Storm Frequency:
 - 1. The storm frequency used for this determination will be according to the facility to be designed as listed below. Emergency overflows where used are to be located as sags and T-intersections of streets and designed to prevent erosion and surface water damage.

Drainage Facility	Storm Frequency
Drainage ditches located in street right-of-way used in conjunction with County Lanes and Parkway street construction with no freeboard	100 years
Pipe storm sewers <u>with</u> emergency overflow to give a combined capacity of <u>100-year</u> frequency	10 years
Pipe storm sewer with <u>no</u> emergency overflow	100 years
All permanent channels with a minimum of 2 feet freeboard above to the top of the bank	100 years
Culverts (pipe or concrete box)	100 years
Bridges, low point of bridge beams or similar bridge deck supporting structure to be 2 feet above 100-year storm or highest flood recorded, whichever is greater	100 years

- I. Flow In Gutter and Inlet Location:
 - 1. Storm drain conduit shall begin at the point where the depth of flow based on the 10-year storm frequency reaches the top of curb. Inlets are then to be located as necessary to remove the flow based on a 10-year storm frequency. Multiple inlets at a single location are permitted with sufficient justification provided. Where possible, inlets should be placed upstream from an intersection to prevent large amounts of water running through intersection.
 - a. Inlet Sizing: Inlets shall be sized based on the following:

STREET GRADE	LENGTH OF INLET OPENING FOR EACH C.F.S. OF GUTTER FLOW
Sags	0.6 ft
Less than 4%	1 foot
Greater than 4%	1.5 foot
 - g. Road and Alley Capacities: Road and alley capacities shall be calculated by the Manning's formula:

$$Q = 1.486 / N A R^{2/3} S^{1/2}$$

J. Recommended Maximum Velocity:

<u>Type of Conduit</u>	<u>Maximum Velocity</u>
Culverts	15 fps
Inlet Laterals	15 fps
Storm Sewers	12 fps
<u>Open Channels</u>	
Earthen	6 fps
Lined	8 fps

1. The use of the street for carrying storm water shall be limited to the following:

a. SPREAD OF WATER – 10 YEARS STORM FREQUENCY

1. Major Collector or Arterial – One traffic lane to remain clear.
2. Residential Streets with curbs and gutters – Six-inch (6") depth of flow at curb or no lanes completely clear. Passable with parabolic street section.
3. Alleys – Contained within the paved surface.

b. SPREAD OF WATER – 100 YEAR STORM FREQUENCY

1. Notwithstanding the requirements above, all storm water in the 100 – year storm frequency shall be contained within the street or alley right-of-way or within the drainage easement. The water depth shall not be greater than 1" over any curb, but shall remain within ROW limits.

K. Lot-to-lot drainage is prohibited on any lots below 15,000sq ft. For lots greater than or equal to 15,000 sq ft, lot-to-lot drainage will be reviewed on a case-by-case basis. Lot-to-lot drainage will not be allowed for convenience, but may be allowed if evidence is shown that no other method of drainage is feasible. In the event that lot-to-lot drainage is allowed, it shall be contained within a private drainage easement. For surface drainage, the easement will require that no cross fences, grading, structure, landscaping or other impediment be allowed that could impede flow. The HOA will have the ultimate responsibility for enforcement, operation, maintenance, and repair of any drainage improvements within said private easement.

L. Open Channels:

1. Open channels may be used to convey storm waters where closed conduits are not justified economically. The use of existing channels in their natural condition is encouraged when possible. In such cases, an adequate drainage easement shall be dedicated to meet ultimate flow requirements.

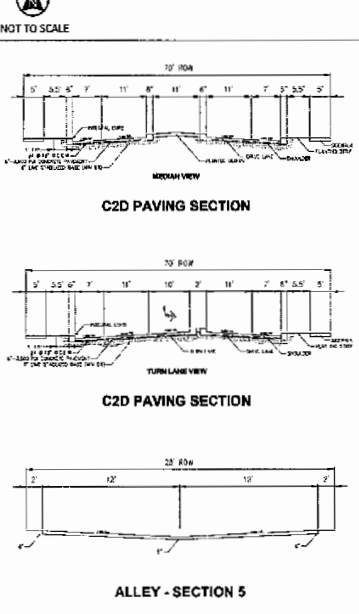
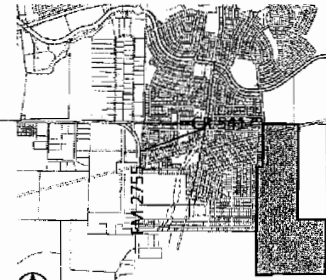
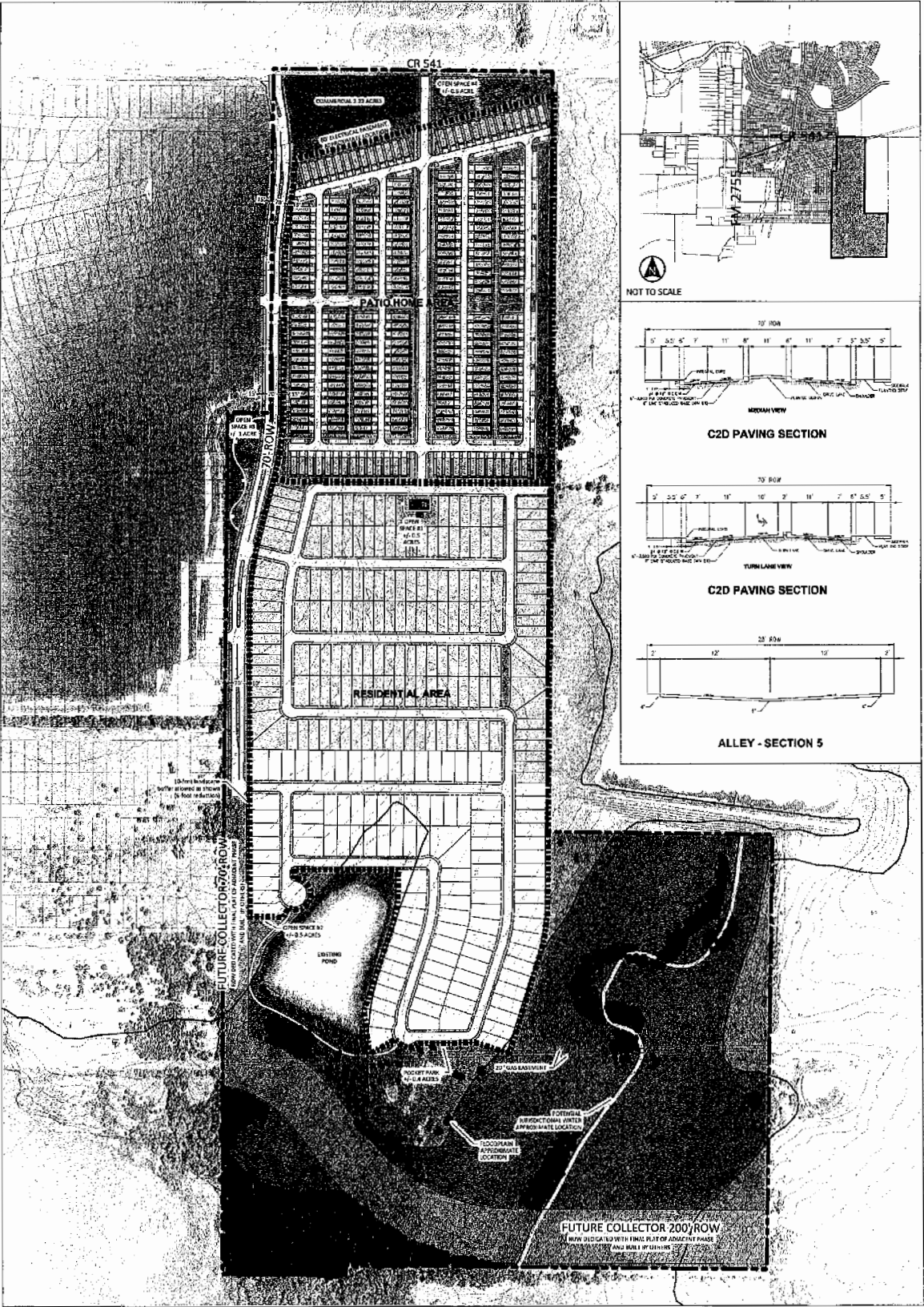
- a) For unlined unlimited channel sections, the normal side slope is 4:1 with 3:1 maximum
- b) For concrete lined channel sections and riprap lined channel sections the paved slopes normally are 2:1 with 1-1/2:1 maximum.
- c) Maximum allowable velocity is 8fps for unlined channels.

IX. EXCEPTIONS:

A. The City Council shall have discretionary authority to authorize reasonable exceptions to a property's strict conformity with these Subdivision Standards upon request of a property owner, when it is shown the requested exceptions (1) are not contrary to public interest or

the spirit of Development Standards, (2) do not cause injury to other properties in the area, and (3) allow for the development in a manner contemplated by the Development Standards. In the event a conflict exists within these Development Standards and those found in the City's Code of Ordinances, these Development Standards shall control.

- B. Modifications to streets that do not alter the general development pattern as shown on the Concept Plan may be made at the time of preliminary plat approval as long as the general character of the area being platted is consistent with the Concept Plan, subject to review and approval by the City Engineer.



PLANNING AND LANDSCAPE ARCHITECTURE
STRAND
10001 TECHNOLOGY BLVD. SUITE 100, DALLAS, TEXAS 75228 | 972.352.8704

± 151.23 ACRES OF LAND
CITY OF LAVON
ELEVON SECTION 5
EXHIBIT DS-3 - OVERALL PLAN
(1 of 5)



PRELIMINARY LOT COUNT TABLE		
RESIDENTIAL TYPE	SUBTOTAL	PERCENTAGE
94 x 99	289	63.77%
40 x 115	109	32.50%
30 x 115	115	21.73%
TOTAL	513	100.00%

* 1 VISITOR PARKING PER PATIO HOME UNIT
* FRONT YARD TREES REQUIRED BY HCA

± 151.23 ACRES OF LAND
CITY OF LAVON
ELEVON SECTION 5
EXHIBIT DS-3A - PATIO HOME ENLARGEMENT
(2 of 5)





EXHIBIT DS-3
X1 - PATIO HOMES
(3 of 5)

07.19.2024



EXHIBIT DS-3
X2 - PATIO HOMES
(4 of 5)

NO. 101 STRAND 2024 CITY AND COUNTY OF DENVER, COLORADO, AND THE STATE OF COLORADO. THIS IS A PRELIMINARY DESIGN AND NOT A FINAL DESIGN. IT IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE. IT IS THE PROPERTY OF STRAND AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM STRAND. 07.19.2024

07.19.2024



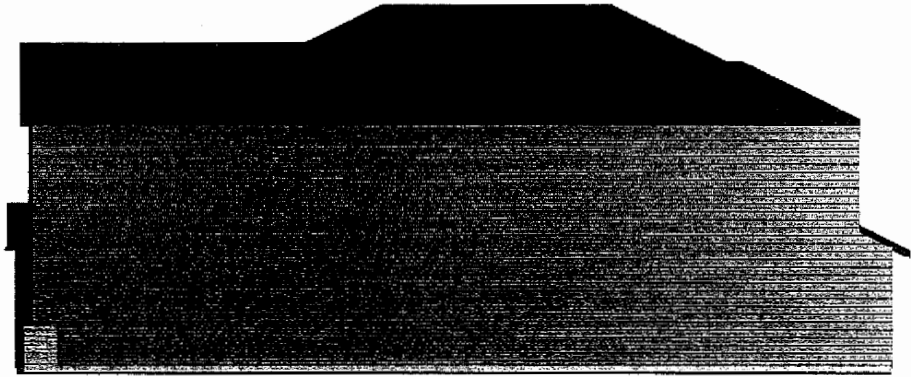
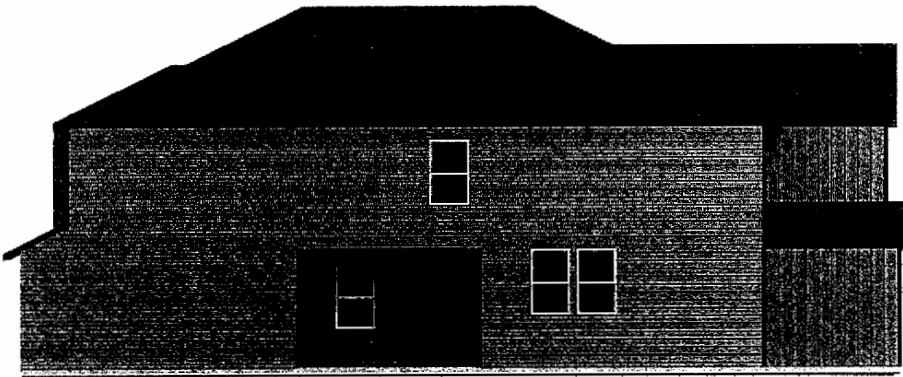
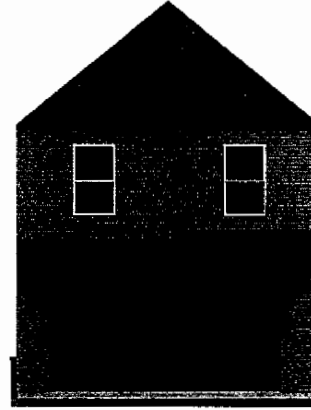
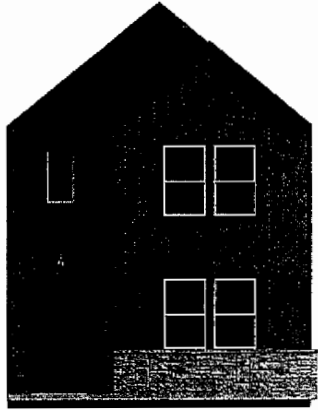


EXHIBIT DS-3
X3 - PATIO HOMES
(5 of 5)

07.19.2024

EXHIBIT F

FORM OF PAYMENT CERTIFICATE

PAYMENT CERTIFICATE NO. ____

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of _____ (the "Indenture") relating to the "City of Lavon, Texas, Special Assessment Revenue Bonds, Series 20 ____ (Eleven Public Improvement District _____ Project)" (the "Bonds"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture. _____, a Texas _____ (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from:

_____ the Public Improvement Account of the Project Fund

_____ the Developer Improvement Account of the Project Fund

from _____ (the "Trustee"), in the amount of _____ (\$ _____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements providing a special benefit to property within the [Eleven Public Improvement District][Eleven Public Improvement District No. 2].

In connection with 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 Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the below referenced Public Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Public Improvements below is a true and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the PID Reimbursement Agreement, the Indenture, and the Service and Assessment Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Assessments it owes or an entity the Developer controls owes, located in the [Eleven Public

Improvement District][Eleven Public Improvement District No. 2] and has no outstanding delinquencies for such Assessments.

6. All conditions set forth in the Indenture and the Development Agreement for the payment hereby requested have been satisfied.

7. The work with respect to Public Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Public Improvements (or its completed segment).

8. 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 said review.

9. No more than ninety percent (90%) of the budgeted or contracted costs for the Public Improvements identified may be paid until the work with respect to such Public Improvements (or segment) has been completed and the City has accepted such Public Improvements (or segment).

Payments requested are as follows:

Payee / Description of Public Improvement	Total Cost of Phase Public Improvement	Budgeted Cost of Public Improvement	Amount requested be paid from the Public Improvement Account	Amount requested to be paid from the Developer Improvement Account

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Public Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Payments requested hereunder shall be made as directed below:

- c. X amount to Person or Account Y for Z goods or services.
- d. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____, a Texas

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below by Trustee from the Project Fund to the Developer or other person designated by the Developer as listed and directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Public Improvements.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Improvement Account	Amount to be paid by Trustee from Developer Improvement Account
\$ _____	\$ _____	\$ _____

CITY OF LAVON, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT G

PUBLIC IMPROVEMENT PROJECT COSTS

EXHIBIT G - PUBLIC IMPROVEMENT PROJECT COSTS

Elevon Section 2
Lavon, Texas
ENGINEERS OPINION OF PROBABLE COST SUMMARY
Prepared by JBI PARTNERS
7/28/2021



2024 - 2024000120957 10/01/2024 12:02 PM Page 131 of 139

Intract Improvement		Total	Offsite	Total Phase 1	Total Phase 2	POD 2A		POD 2B		POD 2C		POD 2D		POD 2E	
Description						Total	Phase 1	Total	Phase 1	Phase 2	Total	Phase 1	Total	Phase 1	Phase 2
Public															
Water	4,977,567	-	3,498,472	1,479,095	742,372	742,372		1,337,092	802,255	534,837	1,212,760	1,212,760	741,085	741,085	944,258
Sanitary Sewer	4,605,899	-	3,339,817	1,466,282	579,675	579,675		1,281,767	769,060	512,707	1,116,677	1,116,677	674,405	674,405	953,375
Storm Drainage	5,485,008	-	3,931,421	1,553,587	826,741	826,741		1,390,090	834,054	556,036	1,495,390	1,495,390	775,235	775,235	997,551
Paving	10,944,437	-	7,640,751	3,303,686	1,593,161	1,593,161		2,842,732	1,705,639	1,137,093	2,605,719	2,605,719	1,736,231	1,736,231	2,166,593
Earthwork - ROW and Easements	5,418,135	-	3,769,658	1,648,477	766,642	766,642		1,483,542	890,125	593,417	1,250,368	1,250,368	862,524	862,524	1,055,060
Detention	766,861	-	570,841	196,020	276,811	276,811		490,050	294,030	196,020	-	-	-	-	-
Construction Management Fees (4%)	1,287,916	-	902,098	385,878	191,416	191,416		353,011	211,807	141,204	307,237	307,237	191,579	191,579	244,673
Soft Costs (Engineering, Surveying, Construction Services) - 80% split	3,811,807	-	2,686,848	1,124,959	595,391	595,391		1,008,997	605,398	403,599	922,157	922,157	563,902	563,902	721,360
Contingency (5%)	1,609,895	-	1,127,548	482,347	239,270	239,270		441,264	264,758	176,505	384,046	384,046	239,474	239,474	305,842
District Creation Costs (4%)	1,556,301	-	1,090,696	465,605	232,459	232,459		425,142	255,085	170,057	371,774	371,774	231,377	231,377	295,549
ROW Areas	2,935,350	-	2,030,580	904,770	423,900	423,900		762,300	457,380	304,820	702,000	702,000	447,300	447,300	599,850
Total Public	43,393,177	-	30,388,671	13,010,506	6,467,840	6,467,840	11,815,987	7,089,592	4,726,395	10,368,126	10,368,126	6,463,113	6,463,113	8,284,111	8,284,111
Private															
Earthwork - Lots	2,322,058	-	1,615,568	706,490	328,561	328,561		635,804	381,482	254,321	535,872	535,872	369,653	369,653	452,169
Retaining Walls	1,367,218	-	1,064,675	302,543	347,506	347,506		213,611	128,166	85,444	399,620	399,620	189,383	189,383	217,099
Erosion Control	415,184	-	288,063	127,120	66,287	66,287		101,942	61,165	40,777	93,878	93,878	66,734	66,734	86,344
Soft Costs (Engineering, Surveying, Construction Services) - 20% split	952,952	-	671,712	281,240	148,848	148,848		252,249	151,350	100,900	230,539	230,539	140,976	140,976	180,340
City Fees	1,204,695	-	843,370	361,325	174,619	174,619		315,284	180,171	126,114	297,114	297,114	182,466	182,466	235,212
Contingency (5%)	205,223	-	148,415	56,808	37,118	37,118		47,568	28,541	19,027	51,468	51,468	31,288	31,288	37,781
Total Private	6,467,329	-	4,631,803	1,835,526	1,102,938	1,102,938	1,566,457	939,874	626,583	1,608,491	1,608,491	980,500	980,500	1,208,943	1,208,943
Total	49,860,506	-	35,020,474	14,846,032	7,570,778	7,570,778	13,382,444	8,029,466	5,352,978	11,976,617	11,976,617	7,443,613	7,443,613	9,493,054	9,493,054
Major Improvements - Onsite		Total	Offsite	Total Phase 1	Total Phase 2	POD 2A		POD 2B		POD 2C		POD 2D		POD 2E	
Description						Total	Phase 1	Total	Phase 1	Phase 2	Total	Phase 1	Total	Phase 1	Phase 2
Public															
Water	2,901,646	-	1,589,146	1,312,500	-	-	-	-	-	-	-	-	-	-	-
Sanitary Sewer	404,293	-	404,293	-	-	-	-	-	-	-	-	-	-	-	-
Storm Drainage	521,867	-	521,867	-	-	-	-	-	-	-	-	-	-	-	-
Paving	4,836,957	-	4,836,957	-	-	-	-	-	-	-	-	-	-	-	-
Earthwork	133,457	-	133,457	-	-	-	-	-	-	-	-	-	-	-	-
Detention	67,101	-	67,101	-	-	-	-	-	-	-	-	-	-	-	-
Erosion Control	354,699	-	302,193	52,500	-	-	-	-	-	-	-	-	-	-	-
Construction Management Fees (4%)	890,815	-	890,815	-	-	-	-	-	-	-	-	-	-	-	-
Soft Costs (Engineering, Surveying, Construction Services)	225,098	-	225,098	-	-	-	-	-	-	-	-	-	-	-	-
City Fees	267,741	-	267,741	-	-	-	-	-	-	-	-	-	-	-	-
Contingency (5%)	424,227	-	369,627	54,600	-	-	-	-	-	-	-	-	-	-	-
District Creation Costs (4%)	516,600	-	516,600	-	-	-	-	-	-	-	-	-	-	-	-
ROW Areas	11,546,495	-	10,126,895	1,419,600	-	-	-	-	-	-	-	-	-	-	-
Total Public	11,546,495	-	10,126,895	1,419,600	-	-	-	-	-	-	-	-	-	-	-
Total	11,546,495	-	10,126,895	1,419,600	-	-	-	-	-	-	-	-	-	-	-
Major Improvements - Offsite		Total	Offsite	Total Phase 1	Total Phase 2	POD 2A		POD 2B		POD 2C		POD 2D		POD 2E	
Description						Total	Phase 1	Total	Phase 1	Phase 2	Total	Phase 1	Total	Phase 1	Phase 2
Public															
Water	1,079,834	1,079,834	-	-	-	-	-	-	-	-	-	-	-	-	-
Sanitary Sewer	651,030	651,030	-	-	-	-	-	-	-	-	-	-	-	-	-
Storm Drainage	872,150	872,150	-	-	-	-	-	-	-	-	-	-	-	-	-
Paving	2,082,485	2,082,485	-	-	-	-	-	-	-	-	-	-	-	-	-
Earthwork	91,850	91,850	-	-	-	-	-	-	-	-	-	-	-	-	-
Detention	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Erosion Control	39,842	39,842	-	-	-	-	-	-	-	-	-	-	-	-	-
Construction Management Fees (4%)	193,090	193,090	-	-	-	-	-	-	-	-	-	-	-	-	-
Soft Costs (Engineering, Surveying, Construction Services)	753,225	753,225	-	-	-	-	-	-	-	-	-	-	-	-	-
City Fees	253,000	253,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency (5%)	241,363	241,363	-	-	-	-	-	-	-	-	-	-	-	-	-
District Creation Costs (4%)	250,717	250,717	-	-	-	-	-	-	-	-	-	-	-	-	-
ROW Areas	1,604,800	1,604,800	-	-	-	-	-	-	-	-	-	-	-	-	-
Wastewater Plant Site	233,550	233,550	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Public	8,356,996	8,356,996	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	8,356,996	8,356,996	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL IMPROVEMENT COSTS		Total	Offsite	Total Phase 1	Total Phase 2	POD 2A		POD 2B		POD 2C		POD 2D		POD 2E	
Description						Total	Phase 1	Total	Phase 1	Phase 2	Total	Phase 1	Total	Phase 1	Phase 2
Total Public	63,302,668	8,356,996	40,515,566	14,430,106	6,467,840	6,467,840	11,815,987	7,089,592	4,726,395	10,368,126	10,368,126	6,463,113	6,463,113	8,284,111	8,284,111
Total Private	6,467,329	-	4,631,803	1,835,526	1,102,938	1,102,938	1,566,457	939,874	626,583	1,608,491	1,608,491	980,500	980,500	1,208,943	1,208,943
Total Costs	69,769,997	8,356,996	45,147,369	16,265,632	7,570,778	7,570,778	13,382,444	8,029,466	5,352,978	11,976,617	11,976,617	7,443,613	7,443,613	9,493,054	9,493,054
TOTAL IMPROVEMENT COSTS (Includes ROW)		Total	Offsite	Total Phase 1	Total Phase 2	POD 2A		POD 2B		POD 2C		POD 2D		POD 2E	
Description						Total	Phase 1	Total	Phase 1	Phase 2	Total	Phase 1	Total	Phase 1	Phase 2
Total Public Improvements (Includes ROW)	63,302,668	8,356,996	40,515,566	14,430,106	-	-	-	-	-	-	-	-	-	-	-

EXHIBIT G - 1

ENGINEERS OPINION OF PROBABLE COST SUMMARY

Added Parcels - Tract 3 and 4

Lavon, Texas

Prepared by JBI PARTNERS

8/1/2024



Intracat Improvement	Total	Offsite	Total Tract 3 27 acres	Total Tract 4 150 acres
			124 lots	523 lots
Description				
Public				
Water	4,852,500	-	930,000	3,922,500
Sanitary Sewer	4,852,500	-	930,000	3,922,500
Storm Drainage	6,227,375	-	1,193,500	5,033,875
Paving	6,793,500	-	1,302,000	5,491,500
Earthwork - ROW and Easements	4,690,750	-	899,000	3,791,750
Construction Management Fees (4%)	1,096,665	-	210,180	886,485
Soft Costs (Engineering, Surveying, Construction Services) - 80% Split	1,656,320	-	317,440	1,338,880
Contingency (5%)	1,508,481	-	289,106	1,219,375
District Creation Costs (4%)	1,267,124	-	242,849	1,024,275
ROW Areas	2,001,656	-	383,625	1,618,031
Total Public	34,946,870	-	6,697,700	28,249,170
Private				
Earthwork - Lots	1,172,688	-	224,750	947,938
Retaining Walls	1,698,375	-	325,500	1,372,875
Erosion Control	283,063	-	54,250	228,813
Soft Costs (Engineering, Surveying, Construction Services) - 20% Split	414,080	-	79,360	334,720
City Fees	776,400	-	148,800	627,600
Contingency (5%)	217,230	-	41,633	175,597
Total Private	4,561,835	-	874,293	3,687,542
Total	39,508,706	-	7,571,993	31,936,713

Major Improvements	Total	Offsite	Total Phase 3 27 acres	Total Tract 4 150 acres
			124 lots	523 lots
Description				
Public				
Almos Gas Relocation	-	-	-	-
Sanitary Sewer	937,560	-	-	937,500
Storm Drainage	480,819	-	-	480,819
Paving Noble Grove	2,493,750	-	-	2,493,750
Paving Watkins Road	610,387	-	-	610,387
Earthwork Noble Grove	225,000	-	-	225,000
Earthwork Watkins	55,073	-	-	55,073
Erosion Control	101,225	-	-	101,225
Construction Management Fees (4%)	196,150	-	-	196,150
Soft Costs (Engineering, Surveying, Construction Services)	539,413	-	-	539,413
City Fees	185,590	-	-	185,590
Contingency (5%)	291,245	-	-	291,245
District Creation Costs (4%)	244,646	-	-	244,646
ROW Areas	500,639	-	-	500,639
Total Public	6,861,436	-	-	6,861,436
Total	6,861,436	-	-	6,861,436

TOTAL IMPROVEMENT COSTS	Total	Offsite	Total Tract 3 27 Acres	Total Tract 4 150 Acres
Total Public	41,808,306	-	6,697,700	35,110,606
Total Private	4,561,835	-	874,293	3,687,542
Total Costs	46,370,142	-	7,571,993	38,798,148

TOTAL PID COSTS	Total	Offsite	Total Tract 3 27 Acres	Total Tract 4 150 Acres
Total Public Improvements (includes ROW)	41,808,306	-	6,697,700	35,110,606

EXHIBIT H

LANDOWNER CONSENT

CONSENT AND AGREEMENT OF LANDOWNER

This Consent and Agreement of Landowner is issued by _____, a Texas _____ (, the "Landowner"), as the landowner who holds record title to all property located within [Phase # __]/[Improvement Area # __] as set forth Exhibit A-2 hereto, the [Elevon Public Improvement District][Elevon Public Improvement District No. 2] (the "PID") created by the City of Lavon (the "City"). Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City's ordinance levying assessments on property within [Phase # __]/[Improvement Area # __] of the PID, adopted on _____, 20__, including the Service and Assessment Plan and Assessment Roll attached thereto (together, the "Assessment Ordinance").

Landowner hereby declares and confirms that it holds record title to all property in [Phase # __]/[Improvement Area # __] of the PID which is subject to the Assessment Ordinance, as set forth on Exhibit A-2. Further, Landowner hereby ratifies, declares, consents to, affirms, agrees to and confirms each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Public Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.
2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.
3. The Assessment Ordinance and the Service and Assessment Plan and Assessment Roll.
4. The right, power and authority of the City Council to adopt the Assessment Ordinance and the Service and Assessment Plan and Assessment Roll;
5. Each Assessment levied on each Assessed Property within [Phase # __]/[Improvement Area # __] as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).
6. The Public Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.
7. Each Assessment is final, conclusive and binding upon such Landowner, regardless of whether such Landowner may be required to pay Assessment under certain circumstances pursuant to the Service and Assessment Plan.

8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.
9. Delinquent installments of the Assessments shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.
10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.
11. All notices required to be provided to it under the PID Act have been received and to the extent of any defect in such notice, Landowner hereby waives any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.
12. That the resolution creating the PID, the Ordinance levying the Assessments, the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Collin County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property.
13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Plan is wholly within the boundaries of [Phase # __]/[Improvement Area # __] of the PID.

Originals and Counterparts. This Consent of Landowner may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Execution page follows]

IN WITNESS WHEREOF, the undersigned has caused this Consent of Landowner to be executed as of _____, 20__.

_____,
a Texas _____

By: _____,
a Texas _____

By: _____,

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____,
2020 by _____, _____, a Texas
_____ on behalf of said company.

Notary Public, State of Texas

EXHIBIT I
SEWER CAPACITY REQUIREMENTS

EXHIBIT I**Elevon Project Timeline for Lavon East WWTP**

Project	ERS	Estimated Need for Service
Section 4 – Phase 1	417	March 31, 2026
Tract 4 – S2 150 Ac Tract	529	March 31, 2026
Section 3 – Phase 1 North & South	481	March 31, 2026
Business Park & Nearby Commercial	300	March 31, 2026
Section 4 - Phases 2 & 3	597	June 30, 2027
Section 3 – Phases 2 & 3 North & South	849	June 30, 2027
TOTAL ERS	3,173	

Elevon Overall Sewer Treatment Capacity Summary

Bear Creek WWTP - The parcels draining to the Bear Creek WWTP are:

1. ONM Build to Rent – 268 units = 268 ERS (Equivalent Residential Service)
2. Yardly at Elevon Built to Rent – 251 units = 251 ERS
3. Commercial West of SH 78 21.6 acres – 11 2-inch meters = 88 ERS
4. Commercial East of SH 78 31.5 acres – 15 2-inch meters = 120 ERS
5. Safety Site 3 – 2 inch meters = 24 ERS
6. DHI MF site -481 units = 481 ERS
7. Future Retail – 1 2inch meter = 8 ERS

Total ERS from Elevon Development to Bear Creek WWTP = 1240 ERS

Lavon North WWTP - The parcels draining to the Lavon North WWTP are:

1. Section 2 – 1,488 single family lots + amenity center = 1,489 ERS
2. Elementary School = 75 ERS estimated

Total ERS from Elevon Development to Lavon North WWTP = 1,564 ERS

Capacity of 0.45 MGD Lavon North WWTP = 2,000 ERS

Available Remaining Capacity = 436 ERS

Lavon East WWTP - The parcels draining to the Lavon East WWTP are:

1. Section 3 – 1,329 single family lots + amenity center = 1,330 ERS
2. Section 4 – 1,013 single family lots + amenity center = 1,014 ERS
3. Lavon Lake Tract – 529 single family lots = 529 ERS
4. Business Park + Commercial Tracts = 300 ERS

Total ERS from Elevon Development to Lavon East WWTP = 3,173 ERS

Capacity of 1.0 MGD Lavon North WWTP = 4,444 ERS

Available Remaining Capacity = 1,271 ERS

Assumptions:

- Basis of Commercial ERS is 8 ERS per 2-inch meter.
- 1 ERS = 225 gpd

Total Elevon ERS Estimated = 3,173 + 1,564 + 1,240 = 5,977 ERS

Elevon Total for DA: 6,000 ERS

**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2024000120957

eRecording - Real Property

AGREEMENT

Recorded On: October 01, 2024 12:02 PM

Number of Pages: 139

" Examined and Charged as Follows: "

Total Recording: \$574.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2024000120957
Receipt Number: 20241001000301
Recorded Date/Time: October 01, 2024 12:02 PM
User: Evelyn V
Station: Workstation cck065

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF COLLIN**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Public Records of Collin County, Texas.

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

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APPENDIX H

APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #2A-2B

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Appraisal of Real Property

Elevon Public Improvement District (PID)

Improvement Area #2 (IA #2)

Northeast corner of Elevon Parkway and Dewy Lake Place and northeast corner of Watkins Road and Pleasant Field Drive

Lavon, Collin County, Texas 75166

Prepared For:

FMSbonds, Inc.

Date of the Report:

July 6, 2024

Report Format:

Appraisal Report

IRR - Dallas

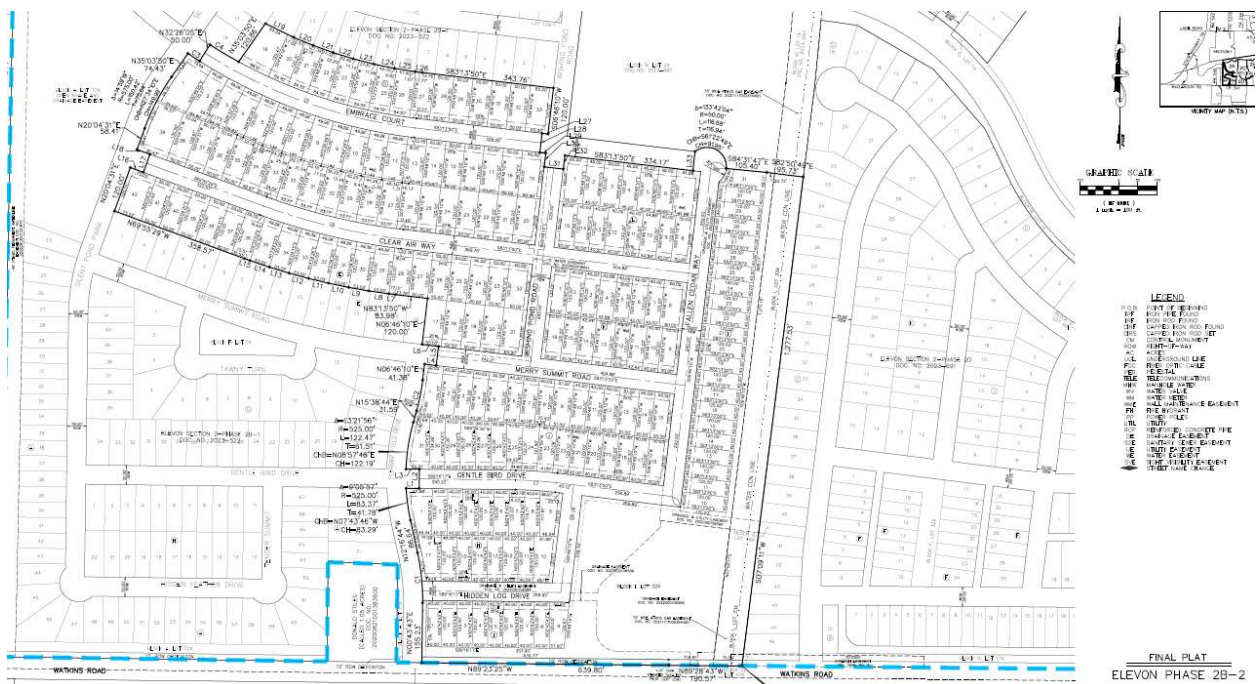
File Number: 191-2024-0418



Subject Plats



Northeast corner of Eleven Parkway and Dewy Lake Place and northeast corner of Watkins Road and Pleasant Field Drive
Lavon, Collin County, Texas



Aerial Photograph





July 6, 2024

Mr. R. R. "Tripp" Davenport, III
Director
FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, TX 75034

SUBJECT: Market Value Appraisal
 Elevon Public Improvement District ("Elevon PID" or the "PID"), Improvement
 Area #2 ("IA #2")
 Northeast corner of Elevon Parkway and Dewy Lake Place and northeast
 corner of Watkins Road and Pleasant Field Drive
 Lavon, Collin County, Texas 75166
 IRR - Dallas File No. 191-2024-0418

Dear Mr. Davenport, III:

Integra Realty Resources – Dallas is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the of the fee simple interest in the property as of the effective date of the appraisal. The following opinions of value are provided:

- Prospective Market Value As Completed (Section 2, Phase 2E) as of August 1, 2024
- Prospective Market Value As Completed (Phase 2B-2) as of August 1, 2025

The client for the assignment is FMSbonds, Inc., and the intended use is for the underwriting of a proposed public improvement district bond transaction. This appraisal is not for purposes of determining the amount of any assessments to be levied by the City nor is it the basis upon which a determination of the benefit any constructed or installed public improvements will have on properties within the "PID"; provided that it is acknowledged that this appraisal will be included in a limited offering memorandum for PID bonds.

The subject represents Improvement Area No. 2 (IA #2) as part of the Elevon Public Improvement District ("Elevon PID" of the "PID") located in Lavon, Collin County, Texas. IA #2 is currently under construction with 263 lots on 65.340 acres as Section 2, Phase 2E and 190 lots on 38.064 acres as Phase 2B-2. The PID is governed under a Planned Development District permitting development according to the approved concept plan. Substantial completion for Section 2, Phase 2E is expected by August 1, 2024, and by August 1, 2025, for Phase 2B-2.

The unit mix for the Elevon PID, IA #2 follows:

Elevon PID, IA #2									
Phase	Location	Acres	Density	Typical Lot Dimensions				Total Lots	Expected
			Per Acre	40' x 120'	45' x 120'	50' x 120'	60' x 120'		Completion Date
Section 2, Phase 2E	NEC Elevon Parkway & Dewy Lake Place	65.340	4.0	42	61	115	45	263	August 1, 2024
Phase 2B-2	NEC of Watkins Road & Pleasant Field Drive	38.064	5.0	101	0	89	0	190	August 1, 2025

The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, and applicable state appraisal regulations.

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis that were used to develop the opinion of value.

Based upon the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, the concluded opinions of value are as follows:

Value Conclusions			
Parcel	Interest Appraised	Date of Value	Value Conclusion
Prospective Market Value As Completed (Section 2, Phase 2E)	Fee Simple	August 1, 2024	\$21,500,000
Prospective Market Value As Completed (Phase 2B-2)	Fee Simple	August 1, 2025	\$15,450,000



Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. All information relative to the subject property including land areas, lot totals, lot sizes, and other pertinent data that was provided by JBI Partners, Inc. (engineers/surveyors), HMM/Stratford Elevon JV, LLC (owner/developer of Phase 2B-2), GRBK Edgewood, LLC and UMH Development, LLC (owner/developer of Section 2, Phase 2E), the city of Lavon, and the Collin Central Appraisal District is assumed to be correct.
2. The subject is proposed construction. Therefore, this report contains a prospective opinion of value. As such, we have assumed that the market conditions as discussed and considered within this report will be similar on the prospective valuation date. Further, we cannot be held responsible for unforeseeable events that alter market conditions prior to this prospective effective date.
3. Our opinions of prospective market value at completion assumes that the proposed improvements within the Elevon PID, IA #2 are completed in accordance with plans and specifications as of August 1, 2024 for Section 2, Phase 2E and August 1, 2025 for Phase 2B-2, the effective appraisal dates.
4. The values presented within this report are prospective in nature. As such, we assume that local and regional lending institutions appear to remain active within the subject's market for specific projects. Therefore, we specifically assume that the financial markets will continue to function in a competitive, efficient fashion.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

The opinions of value expressed in this report are based on estimates and forecasts which are prospective in nature and subject to considerable risk and uncertainty. Events may occur which could cause the performance of the property to differ materially from the estimates contained herein, such as changes in the economy, interest rates, capitalization rates, financial strength of tenants, and behavior of investors, lenders, and consumers. Additionally, the concluded opinions and forecasts are based partly on data obtained from interviews and third-party sources, which are not always completely reliable. Although the findings are considered reasonable based on available evidence, IRR is not responsible for the effects of future, unforeseen occurrences.



Mr. R. R. "Tripp" Davenport, III
FMSbonds, Inc.
July 6, 2024
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If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

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Quality Assurance

IRR Quality Assurance Program

At IRR, delivering a quality report is a top priority. Integra has an internal Quality Assurance Program in which managers review material and pass an exam in order to attain IRR Certified Reviewer status. By policy, every Integra valuation assignment is assessed by an IRR Certified Reviewer who holds the MAI designation, or is, at a minimum, a named Director with at least ten years of valuation experience.

This quality assurance assessment consists of reading the report and providing feedback on its quality and consistency. All feedback from the IRR Certified Reviewer is then addressed internally prior to delivery. The intent of this internal assessment process is to maintain report quality.

Designated IRR Certified Reviewer

The IRR Certified Reviewer who provided the quality assurance assessment for this assignment is Jimmy H. Jackson, MAI.

Executive Summary

Property Name	Elevon PID, IA #2		
Address/Location	Northeast corner of Elevon Parkway and Dewy Lake Place and northeast corner of Watkins Road and Pleasant Field Drive		
	Lavon, Collin County, Texas 75166		
Property Type	Land - Single Family Development Land		
Owner of Record	HMH/Stratford Elevon JV, LLC (Phase 2B-2); GRBK Edgewood, LLC and UMH Development, LLC (Section 2, Phase 2E)		
Tax ID	Part of 2850234, 2850237, and 2850231		
Legal Description	Samuel M. Ranier Survey, Abstract No. 740, City of Lavon, Collin County, Texas		
School District	Community ISD		
Land Areas (Gross)			
Section 2, Phase 2E	65.340 acres; 2,846,226 SF		
Phase 2B-2	38.064 acres; 1,658,078 SF		
Total Lots, Section 2, Phase 2E	263 lots		
Total Lots, Phase 2B-2	190 lots		
Typical Lot Dimensions, Section 2, Phase 2E	42 lots (40' x 120'); 61 lots (45' x 120'); 115 lots (50' x 120'); 45 lots (60' x 120')		
Typical Lot Dimensions, Phase 2B-2	101 lots (40' x 120'); 89 lots (50' x 120')		
Zoning Designation	PD, Planned Development		
Highest and Best Use	Single-family residential use		
Exposure Time; Marketing Period	9 - 12 months; 9 - 12 months		
Effective Date of the Appraisal	August 1, 2024; August 1, 2025		
Date of the Report	July 6, 2024		
ValuationType	Real Property		
Property Interest Appraised	Fee Simple		
Value Conclusions			
40' Frontage Lots (August 1, 2024)	\$76,000	(\$1,900/Front Footage)	
40' Frontage Lots (August 1, 2025)	\$81,320	(\$2,033/Front Footage)	
45' Frontage Lots (August 1, 2024)	\$81,320	(\$2,033/Front Footage)	
50' Frontage Lots (August 1, 2024)	\$85,500	(\$1,900/Front Footage)	
50' Frontage Lots (August 1, 2025)	\$93,650	(\$1,873/Front Footage)	
60' Frontage Lots (August 1, 2024)	\$87,500	(\$1,750/Front Footage)	
Cumulative Retail Value, Section 2, Phase 2E*	\$22,925,000	(\$87,167 Average/Lot)	
Cumulative Retail Value, Phase 2B-2*	\$16,548,170	(\$87,096 Average/Lot)	
*It should be clearly understood that the summation of lot values does not represent our opinion of the market discounted/bulk value, as if the lots are all sold in bulk in a single transaction.			
Value Conclusions			
Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Prospective Market Value As Completed (Section 2, Phase 2E)	Fee Simple	August 1, 2024	\$21,500,000
Prospective Market Value As Completed (Phase 2B-2)	Fee Simple	August 1, 2025	\$15,450,000
The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than FMSbonds, Inc. may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.			

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. All information relative to the subject property including land areas, lot totals, lot sizes, and other pertinent data that was provided by JBI Partners, Inc. (engineers/surveyors), HMM/Stratford Elevon JV, LLC (owner/developer of Phase 2B-2), GRBK Edgewood, LLC and UMH Development, LLC (owner/developer of Section 2, Phase 2E), the city of Lavon, and the Collin Central Appraisal District is assumed to be correct.
2. The subject is proposed construction. Therefore, this report contains a prospective opinion of value. As such, we have assumed that the market conditions as discussed and considered within this report will be similar on the prospective valuation date. Further, we cannot be held responsible for unforeseeable events that alter market conditions prior to this prospective effective date.
3. Our opinions of prospective market value at completion assumes that the proposed improvements within the Elevon PID, IA #2 are completed in accordance with plans and specifications as of August 1, 2024 for Section 2, Phase 2E and August 1, 2025 for Phase 2B-2, the effective appraisal dates.
4. The values presented within this report are prospective in nature. As such, we assume that local and regional lending institutions appear to remain active within the subject's market for specific projects. Therefore, we specifically assume that the financial markets will continue to function in a competitive, efficient fashion.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Strengths, Weaknesses, Opportunities, Threats (SWOT Analysis)

The analyses presented in this report consider the internal strengths and weaknesses of the subject property, as well as opportunities and external threats. The overall valuation influences are summarized in the following table.

Valuation Influences

Strengths

- Continued demand for residential lots in market area
- The property is located in a fast-growing area.
- Easy access to major neighborhood roadways
- The property is located within a Public Improvement District.
- Increasing population base

Weaknesses

- Potential competition from other developments
- Large supply of vacant undeveloped land

Opportunities

- Profit from lot sales
- Profit from homebuilding
- Demand for new housing remains relatively strong

Threats

- Although Federal Reserve Chairman Powell remains non-committal, it is certain that the Federal Reserve will continue to closely monitor inflationary factors as well as unemployment in the U.S. economy. Based on favorable and positive unemployment as well as other inflationary measures, the Fed could decide to keep interest rates stable or even implement a series of interest rate cuts beginning in mid-2024. This inflation/unemployment monitoring will continue on a quarterly basis throughout the remainder of 2024. As such, depending on inflation factors/unemployment figures, there could still be emerging upward pressure on lending interest rates.
 - Inflation
-

Identification of the Appraisal Problem

Subject Description

The subject represents Improvement Area No. 2 (IA #2) as part of the Elevon Public Improvement District ("Elevon PID" of the "PID") located in Lavon, Collin County, Texas. IA #2 is currently under construction with 263 lots on 65.340 acres as Section 2, Phase 2E and 190 lots on 38.064 acres as Phase 2B-2. The PID is governed under a Planned Development District permitting development according to the approved concept plan. Substantial completion for Section 2, Phase 2E is expected by August 1, 2024, and by August 1, 2025, for Phase 2B-2.

A legal description of the property is provided in the addendum.

Property Identification

Property Name	Elevon PID, IA #2
Address	Northeast corner of Elevon Parkway and Dewy Lake Place and northeast corner of Watkins Road and Pleasant Field Drive Lavon, Texas 75166
Tax ID	Part of 2850234, 2850237, and 2850231
Owner of Record	HMH/Stratford Elevon JV, LLC (Phase 2B-2); GRBK Edgewood, LLC and UMH Development, LLC (Section 2, Phase 2E)

Sale History

No known sales or transfers of ownership have taken place within a three-year period prior to the effective appraisal date.

Pending Transactions

To the best of our knowledge, the property, as a whole, is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date. However, the proposed lots are contracted as follows:

Lot Contract Summary												
		Typical Lot Dimensions					Base Lot Price					
Home Builder	Phase	Total Lots	40' x 120'	45' x 120'	50' x 120'	60' x 120'	40'	45'	50'	60'	Base Price/FF	Absorption Period (Months)
GRBK Edgewood LLC	Sec. 2, Phase 2E	263	42	61	115	45	\$48,000	\$54,000	\$60,000	\$72,000	\$1,200	All lots up to 4.0 months
Jabez Development, LP	Phase 2B-2	190	101	x	89	x	\$48,000	x	\$60,000	x	\$1,200	All lots up to 4.0 months
Totals		453	143	61	204	45						

All lots are contracted with a \$2,500/lot amenity fee and a \$1,000/lot marketing fee.

It is noted that the original lot contracts were negotiated in 2021 and do not represent market value at the effective dates of valuation.

Appraisal Purpose

The purpose of the appraisal is to develop an opinion of the of the fee simple interest in the property as of the effective date of the appraisal. The following opinions of value are provided:

- Prospective Market Value As Completed (Section 2, Phase 2E) as of August 1, 2024
- Prospective Market Value As Completed (Phase 2B-2) as of August 1, 2025

The date of the report is July 6, 2024. The appraisal is valid only as of the stated effective date or dates.

Value Type Definitions

The definitions of the value types applicable to this assignment are summarized below.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

Appraisal Premise Definitions

The definitions of the appraisal premises applicable to this assignment are specified as follows.

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

(Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed. [Chicago: Appraisal Institute, 2022])

¹ Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also, Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472

Prospective Market Value As Completed

The market value of a property as of a future date when all construction is expected to be completed. It is based on market conditions forecasted to exist as of the completion date. This value premise assumes the project is complete and ready to lease to individual tenants.²

Property Rights Definitions

The property rights appraised which are applicable to this assignment are defined as follows.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.³

Client and Intended User(s)

The client and intended user is FMSbonds, Inc. No other party(s) is intended to rely on the information, opinions, and conclusions contained in this report; provided that it is acknowledged that this appraisal will be used in a limited offering memorandum for PID bonds.

Intended Use

The intended use of the appraisal is for the underwriting of a proposed public improvement district bond transaction. This appraisal is not for purposes of determining the amount of any assessments to be levied by the City nor is it the basis upon which a determination of the benefit any constructed or installed public improvements will have on properties within the "PID". The appraisal is not intended for any other use.

Applicable Requirements

This appraisal report conforms to the following requirements and regulations:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- Applicable state appraisal regulations;

Report Format

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis used to develop the opinion of value.

² Compiled and summarized from several industry sources

³ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have previously appraised the property that is the subject of this report for another client. We have provided no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

Appraiser Competency

No steps were necessary to meet the competency provisions established under USPAP. The assignment participants have appraised several properties similar to the subject in physical, locational, and economic characteristics, and are familiar with market conditions and trends; therefore, appraiser competency provisions are satisfied for this assignment. Appraiser qualifications and state credentials are included in the addenda of this report.

Scope of Work

Introduction

The appraisal development and reporting processes require gathering and analyzing information about the assignment elements necessary to properly identify the appraisal problem. The scope of work decision includes the research and analyses necessary to develop credible assignment results, given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed.

To determine the appropriate scope of work for the assignment, the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors were considered. The concluded scope of work is described below.

Research and Analysis

The type and extent of the research and analysis conducted are detailed in individual sections of the report. The steps taken to verify comparable data are disclosed in the addenda of this report. Although effort has been made to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Subject Property Data Sources

The legal and physical features of the subject property, including size of the site, flood plain data, property zoning, existing easements and encumbrances, access and exposure were confirmed and analyzed.

Inspection

Details regarding the property inspection conducted as part of this appraisal assignment are summarized as follows:

Property Inspection		
Party	Inspection Type	Inspection Date
Shelley Sivakumar	On-site	May 20, 2024
Jimmy H. Jackson, MAI	None	N/A
Ernest Gatewood	On-site	May 20, 2024

Valuation Methodology

Three approaches to value are typically considered when developing a market value opinion for real property. These are the cost approach, the sales comparison approach, and the income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach - (Subdivision Development Analysis)	Applicable	Utilized

The Sales Comparison Approach involves research, verification, and comparison of sales of other vacant lots. The sales are then adjusted for value-related differences. Because Texas is not a full disclosure state, sales prices must be obtained from grantors, grantees, brokers, lenders, other persons involved in the transaction, or other appraisers when the information is believed to be reliable. In many cases, the sources of the information wish to remain anonymous and are not included; however, the sale data is used only if the data is believed to be accurate, and the sources of the information are kept on file.

The Cost Approach involves research, verification, and comparison of sales of other vacant land with the subject land. The sales are then adjusted for value-related differences. Because Texas is not a full disclosure state, sales prices must be obtained from grantors, grantees, brokers, lenders, other persons involved in the transaction, or other appraisers when the information is believed to be reliable. In many cases, the sources of the information wish to remain anonymous and are not included; however, the sale data is used only if the data is believed to be accurate, and the sources of the information are kept on file. Cost figures were obtained from the developer and compared to cost figures on competing developments. The cost figures are based on actual costs provided by the developer. Developer's profit is based on profit expectations reported by developers as well as actual profit on similar developments.

In the Income Capitalization Approach, specific appraisal techniques are applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income.

In the Subdivision Development Approach, the retail value of the lots has been estimated. The individual lot values are based on lot sales in competing developments. The absorption rates, expenses, and discount rates are also based on competing developments. The indicated value by the Income Capitalization Approach is based on the sellout of the lots with deductions for holding costs and discounted to a net present value.

Economic Analysis

Collin County Area Analysis

Collin County is located in North Central Texas approximately 30 miles north of Dallas. It is 841 square miles in size and has a population density of 1,431 persons per square mile.

Population

Collin County has an estimated 2024 population of 1,203,661, which represents an average annual 3.1% increase over the 2020 census of 1,064,465. Collin County added an average of 34,799 residents per year over the 2020-2024 period, and its annual growth rate exceeded the Dallas MSA rate of 1.6%.

Looking forward, Collin County's population is projected to increase at a 1.0% annual rate from 2024-2029, equivalent to the addition of an average of 12,811 residents per year. The Collin County growth rate is expected to be similar to that of the Dallas MSA.

Population Trends

	Population			Compound Ann. % Chng	
	2020 Census	2024 Estimate	2029 Projection	2020 - 2024	2024 - 2029
Collin County, TX	1,064,465	1,203,661	1,267,714	3.1%	1.0%
Dallas-Fort Worth-Arlington, TX Metro	7,637,387	8,126,208	8,541,837	1.6%	1.0%
Texas	29,145,505	30,665,339	32,119,807	1.3%	0.9%
USA	331,449,281	336,157,119	344,209,992	0.4%	0.5%

Source: Claritas

Employment

Total employment in Collin County was estimated at 530,808 jobs as of June 2023. Between year-end 2013 and 2023, employment rose by 194,081 jobs, equivalent to a 57.6% increase over the entire period. There were gains in employment in nine out of the past ten years. Collin County's rate of employment growth over the last decade surpassed that of the Dallas MSA, which experienced an increase in employment of 27.3% or 854,880 jobs over this period.

A comparison of unemployment rates is another way of gauging an area's economic health. Over the past decade, the Collin County unemployment rate has been consistently lower than that of the Dallas MSA, with an average unemployment rate of 4.1% in comparison to a 4.5% rate for the Dallas MSA. A lower unemployment rate is a positive indicator.

Recent data shows that the Collin County unemployment rate is 3.7% in comparison to a 3.9% rate for the Dallas MSA, a positive sign that is consistent with the fact that Collin County has outperformed the Dallas MSA in the rate of job growth over the past two years.

Employment Trends

Year	Total Employment (Year End)				Unemployment Rate (Ann. Avg.)	
	Collin County	% Change	Dallas MSA	% Change	Collin County	Dallas MSA
2013	336,727		3,127,712		5.6%	6.2%
2014	355,381	5.5%	3,254,583	4.1%	4.6%	5.1%
2015	375,692	5.7%	3,360,668	3.3%	3.7%	4.1%
2016	389,832	3.8%	3,441,839	2.4%	3.6%	3.9%
2017	409,754	5.1%	3,526,930	2.5%	3.5%	3.7%
2018	425,738	3.9%	3,606,436	2.3%	3.4%	3.6%
2019	443,718	4.2%	3,719,023	3.1%	3.1%	3.3%
2020	440,181	-0.8%	3,595,494	-3.3%	6.3%	7.2%
2021	483,497	9.8%	3,829,259	6.5%	4.4%	5.1%
2022	524,351	8.4%	3,966,180	3.6%	3.2%	3.5%
2023*	530,808	1.2%	3,982,592	0.4%	3.6%	3.8%
Overall Change 2013-2023	194,081	57.6%	854,880	27.3%		
Avg Unemp. Rate 2013-2023					4.1%	4.5%
Unemployment Rate - January 2024					3.7%	3.9%

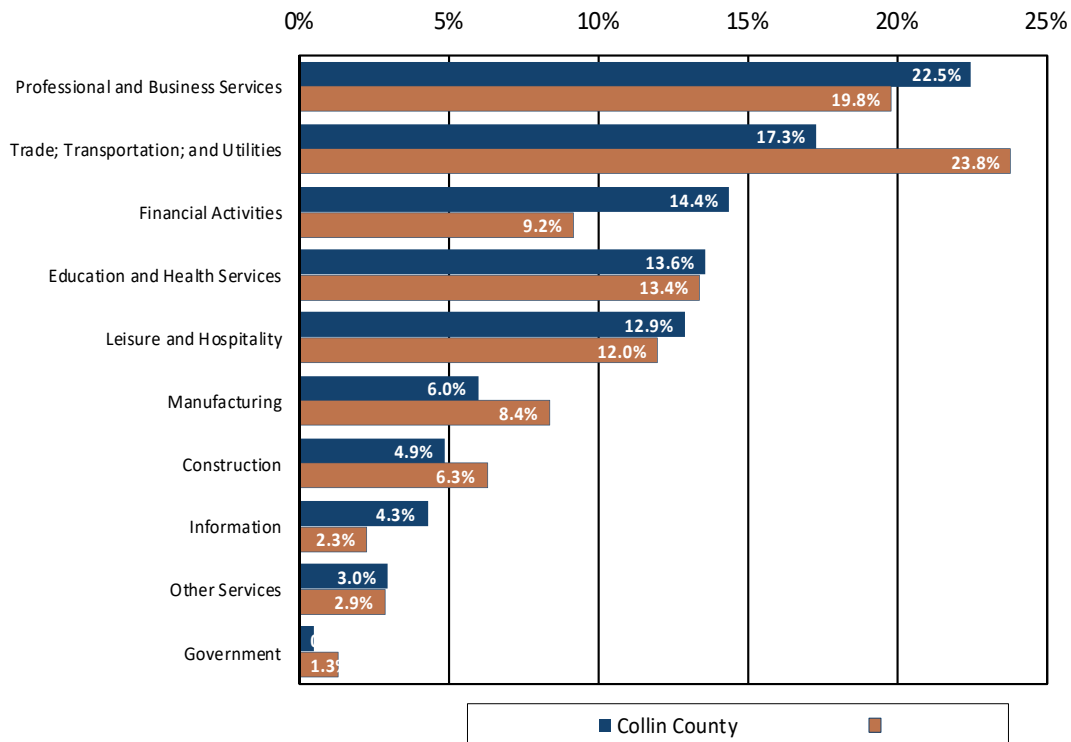
*Total employment data is as of June 2023.

Source: U.S. Bureau of Labor Statistics and Moody's Analytics. Employment figures are from the Quarterly Census of Employment and Wages (QCEW). Unemployment rates are from the Current Population Survey (CPS). The figures are not seasonally adjusted.

Employment Sectors

The composition of the Collin County job market is depicted in the following chart, along with that of the Dallas MSA. Total employment for both areas is broken down by major employment sector, and the sectors are ranked from largest to smallest based on the percentage of Collin County jobs in each category.

Employment Sectors - 2023



Source: U.S. Bureau of Labor Statistics and Moody's Analytics

Collin County has greater concentrations than the Dallas MSA in the following employment sectors:

1. Professional and Business Services, representing 22.5% of Collin County payroll employment compared to 19.8% for the Dallas MSA as a whole. This sector includes legal, accounting, and engineering firms, as well as management of holding companies.
2. Financial Activities, representing 14.4% of Collin County payroll employment compared to 9.2% for the Dallas MSA as a whole. Banking, insurance, and investment firms are included in this sector, as are real estate owners, managers, and brokers.
3. Education and Health Services, representing 13.6% of Collin County payroll employment compared to 13.4% for the Dallas MSA as a whole. This sector includes employment in public and private schools, colleges, hospitals, and social service agencies.

4. Leisure and Hospitality, representing 12.9% of Collin County payroll employment compared to 12.0% for the Dallas MSA as a whole. This sector includes employment in hotels, restaurants, recreation facilities, and arts and cultural institutions.

Collin County is underrepresented in the following sectors:

1. Trade; Transportation; and Utilities, representing 17.3% of Collin County payroll employment compared to 23.8% for the Dallas MSA as a whole. This sector includes jobs in retail trade, wholesale trade, trucking, warehousing, and electric, gas, and water utilities.
2. Manufacturing, representing 6.0% of Collin County payroll employment compared to 8.4% for the Dallas MSA as a whole. This sector includes all establishments engaged in the manufacturing of durable and nondurable goods.
3. Construction, representing 4.9% of Collin County payroll employment compared to 6.3% for the Dallas MSA as a whole. This sector includes construction of buildings, roads, and utility systems.
4. Government, representing 0.5% of Collin County payroll employment compared to 1.3% for the Dallas MSA as a whole. This sector includes employment in local, state, and federal government agencies.

Major Employers

Major employers in Collin County are shown in the following table.

Major Employers - Collin County, TX		
	Name	Number of Employees
1	Texas Instruments	9,100
2	Bank of America Home Loans	8,000
3	Plano Independent School District	6,500
4	Frisco Independent School District	5,000
5	Capital One Finance	4,500
6	LifeCare	4,500
7	HP Enterprise Services	4,500
8	AT&T	4,300
9	Nortel	4,300
10	Toyota Motor Corp.	4,000

Major employers in the DFW metro area are shown in the following table.

Major Employers - DFW Metro		
	Name	Number of Employees
1	AMR Corporation	24,700
2	Bank of America Corporation	20,000
3	Texas Health Resources Inc.	19,230
4	Dallas ISD	18,314
5	Baylor Health Care System	17,097
6	AT&T	15,800
7	Lockheed Martin Aeronautics	14,126
8	JP Morgan Chase & Co.	13,500
9	UT-Southwestern Medical Center	13,122
10	City of Dallas	12,836

Source: <http://www.destinationdfw.com/Largest-Employers-in-Dallas-Fort-Worth-Texas/>

Gross Domestic Product

Gross Domestic Product (GDP) is a measure of economic activity based on the total value of goods and services produced in a defined geographic area, and annual changes in Gross Domestic Product (GDP) are a gauge of economic growth.

Economic growth, as measured by annual changes in GDP, has been considerably higher in Collin County than the Dallas MSA overall during the past five years. Collin County has grown at a 6.0% average annual rate while the Dallas MSA has grown at a 4.1% rate. Collin County continues to perform better than the Dallas MSA. GDP for Collin County rose by 8.7% in 2022 while the Dallas MSA's GDP rose by 5.7%.

Collin County has a per capita GDP of \$71,812, which is 4% less than the Dallas MSA's GDP of \$74,582. This means that Collin County industries and employers are adding relatively less value to the economy than their counterparts in the Dallas MSA.

Gross Domestic Product				
	(\$,000s)		(\$,000s)	
Year	Collin County	% Change	Dallas MSA	% Change
2017	62,269,549	–	483,732,021	–
2018	66,086,903	6.1%	506,219,605	4.6%
2019	68,444,784	3.6%	525,852,321	3.9%
2020	70,476,796	3.0%	519,282,910	-1.2%
2021	76,577,433	8.7%	560,290,164	7.9%
2022	83,208,852	8.7%	592,452,179	5.7%
Compound % Chg (2017-2022)		6.0%		4.1%
GDP Per Capita 2022	\$71,812		\$74,582	

Source: U.S. Bureau of Economic Analysis and Moody's Analytics; data released December 2023.

The release of state and local GDP data has a longer lagtime than national data. The data represents inflation-adjusted "real" GDP stated in 2017 dollars.

Household Income

Collin County is more affluent than the Dallas MSA. Median household income for Collin County is \$107,484, which is 30.5% greater than the corresponding figure for the Dallas MSA.

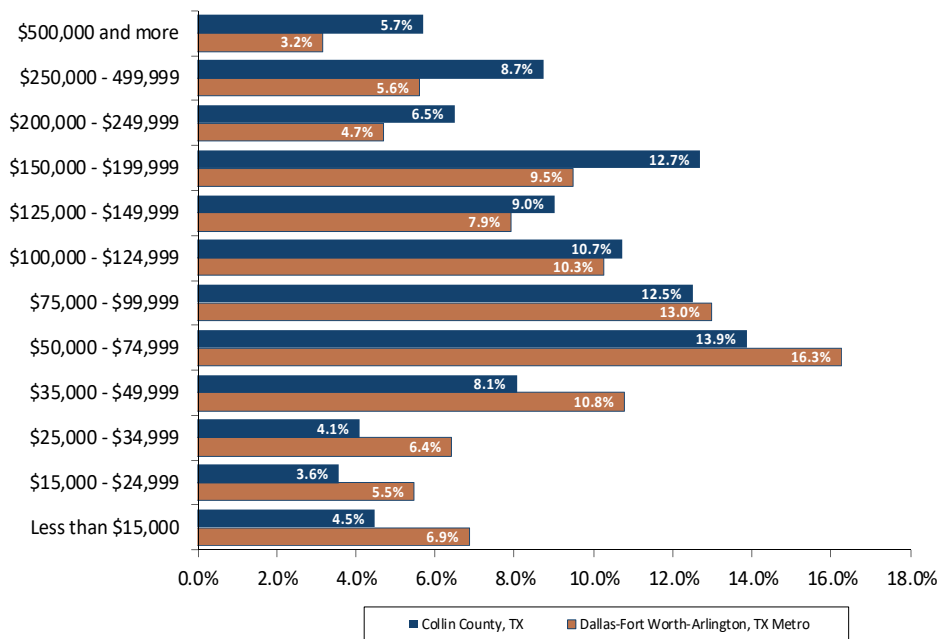
Median Household Income - 2024

	Median
Collin County, TX	\$107,484
Dallas-Fort Worth-Arlington, TX Metro	\$82,381
Comparison of Collin County, TX to Dallas-Fort Worth-Arlington,	+ 30.5%

Source: Claritas

The following chart shows the distribution of households across twelve income levels. Collin County has a greater concentration of households in the higher income levels than the Dallas MSA. Specifically, 34% of Collin County households are at the \$150,000 or greater levels in household income as compared to 23% of Dallas MSA households. A lesser concentration of households is apparent in the lower income levels, as 20% of Collin County households are below the \$50,000 level in household income versus 30% of Dallas MSA households.

Household Income Distribution - 2024

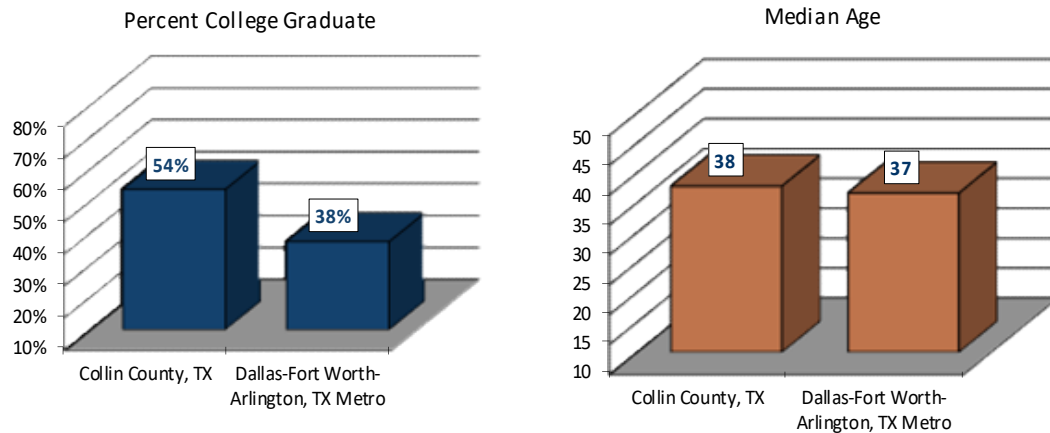


Source: Claritas

Education and Age

Residents of Collin County have a higher level of educational attainment than those of the Dallas MSA. An estimated 54% of Collin County residents are college graduates with four-year degrees, versus 38% of Dallas MSA residents. People in Collin County are slightly older than their Dallas MSA counterparts. The median age for Collin County is 38 years, while the median age for the Dallas MSA is 37 years.

Education & Age - 2024

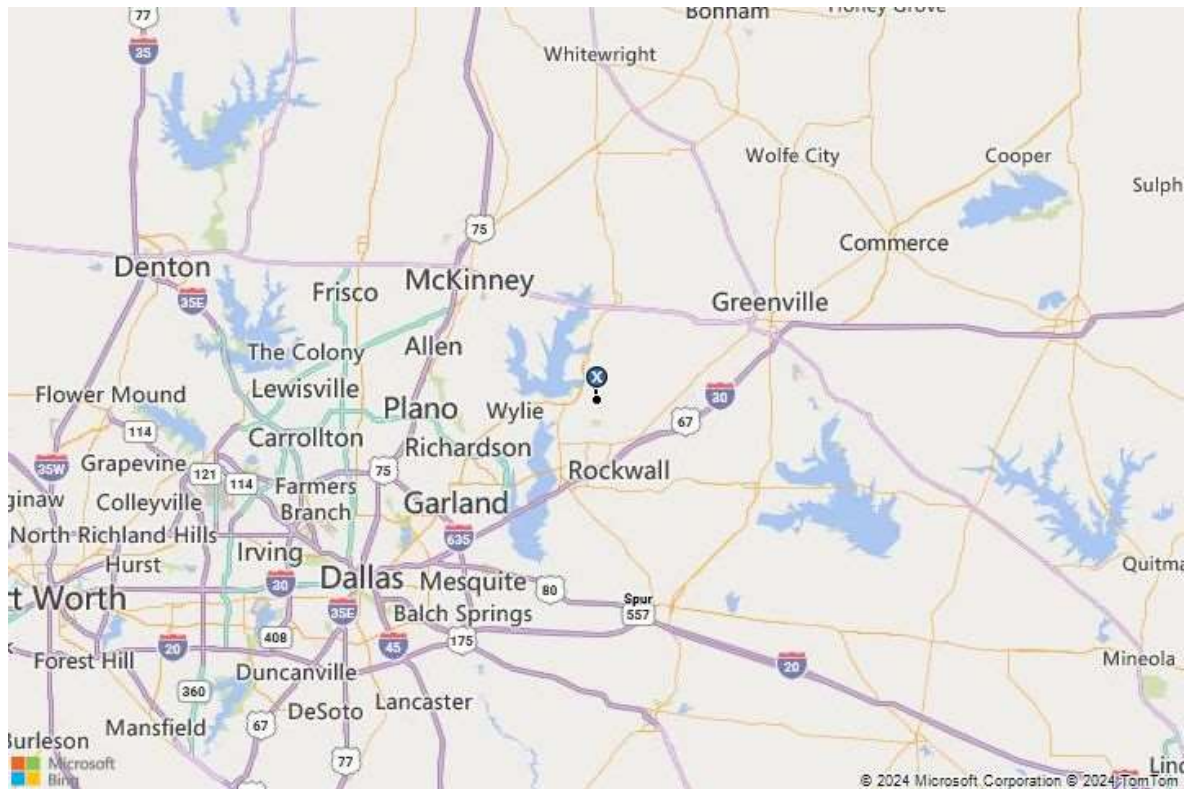


Source: Claritas

Conclusion

The Collin County economy will benefit from a growing population base and higher income and education levels. Collin County experienced growth in the number of jobs and has maintained a consistently lower unemployment rate than the Dallas MSA over the past decade. It is anticipated that the Collin County economy will improve, and employment will grow, strengthening the demand for real estate.

Area Map



Improvement Area #2 (IA #2)



Surrounding Area Analysis

Boundaries

The subject is located in the city of Lavon in southeast Collin County, Texas. This area is generally delineated as follows:

Boundaries & Delineation	
Boundaries	
Market Area	Dallas-Fort Worth, TX
Submarket	Lavon
Area Type	Suburban
Delineation	
North	US-380
South	IH-30
East	Collin County Boundary Lines
West	Lavon Lake/SH-78

A map identifying the location of the property follows this section.

Access and Linkages

Access & Linkages	
Vehicular Access	
Major Highways	SH-78, US-380, IH-30, SH-205
Primary Corridors	SH-78, FM-2755, FM-541 (Watkins Road), Elevon Parkway
Vehicular Access Rating	Average
Airport(s)	
Name	Dallas/Fort Worth International Airport
Distance	53 Miles
Driving Time	1.5 Hours
Primary Transportation Mode	Automobile

Life Cycle

Real estate is affected by cycles involving development trends within a market area as well as market and economic forces. Trends in demand for development in a particular market are described by the Market Area Life Cycle, while market and economic trends are described by the Real Estate Cycle.

A Market Area Life Cycle typically evolves through four stages:⁴

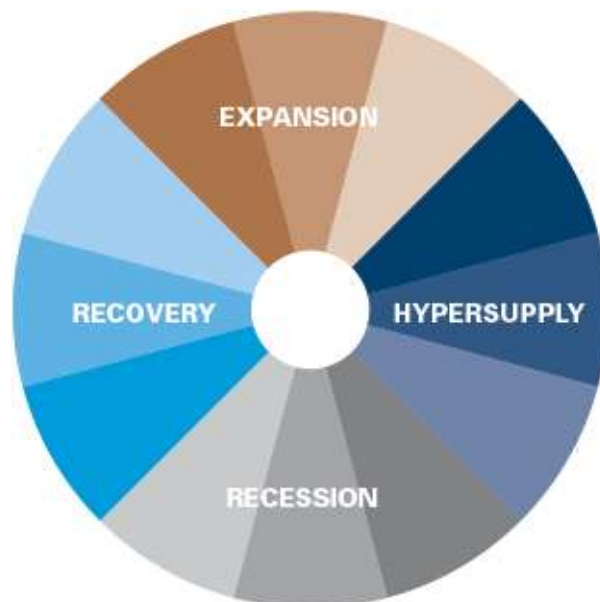
- Growth – a period during which the market area gains public favor and acceptance
- Stability – a period of equilibrium without marked gains or losses
- Decline – a period of diminishing demand
- Revitalization – a period of renewal, redevelopment, modernization, and increasing demand

The subject's market area is in the growth stage of the Market Area Life Cycle.

The Real Estate Cycle also impacts a neighborhood. The stages of the Real Estate Cycle include:

- Expansion – Sustained growth in demand, increasing construction
- Hypersupply – Positive but falling demand, increasing vacancy
- Recession – Falling demand, increasing vacancy
- Recovery – Increasing demand, decreasing vacancy

These stages are illustrated below, along with a summary of common characteristics of each stage of the Real Estate Cycle. The subject is in the expansion stage of the Real Estate Cycle.



⁴ Appraisal Institute, *The Appraisal of Real Estate*, 15th ed. (Chicago: Appraisal Institute, 2020)

EXPANSION

Decreasing Vacancy Rates
Moderate/High New Construction
High Absorption
Moderate/High Employment Growth
Med/High Rental Rate Growth

HYPERSUPPLY

Increasing Vacancy Rates
Moderate/High New Construction
Low/Negative Absorption
Moderate/Low Employment Growth
Med/Low Rental Rate Growth

RECESSION

Increasing Vacancy Rates
Moderate/Low New Construction
Low Absorption
Low/Negative Employment Growth
Low/Neg Rental Rate Growth

RECOVERY

Decreasing Vacancy Rates
Low New Construction
Moderate Absorption
Low/Moderate Employment Growth
Neg/Low Rental Rate Growth

Demographic Factors

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics

	3-Minute Drive Time	5-Minute Drive Time	10-Minute Drive Time	Dallas County, TX	Dallas-Fort Worth-Arlington, TX
2024 Estimates					
Population 2020	295	6,076	43,349	2,613,539	7,637,387
Population 2024	301	6,187	43,155	2,612,729	8,126,208
Population 2029	308	6,349	43,327	2,630,719	8,541,837
Compound % Change 2020-2024	0.5%	0.5%	-0.1%	0.0%	1.6%
Compound % Change 2024-2029	0.5%	0.5%	0.1%	0.1%	1.0%
Households 2020	91	1,869	13,130	965,537	2,760,991
Households 2024	94	1,883	13,018	971,311	2,938,027
Households 2029	97	1,931	13,058	983,747	3,091,922
Compound % Change 2020-2024	0.8%	0.2%	-0.2%	0.1%	1.6%
Compound % Change 2024-2029	0.6%	0.5%	0.1%	0.3%	1.0%
Median Household Income 2024	\$108,917	\$94,418	\$81,997	\$69,306	\$82,381
Average Household Size	3.2	3.3	3.3	2.7	2.7
College Graduate %	38%	28%	20%	33%	38%
Median Age	37	36	35	36	37
Owner Occupied %	89%	83%	79%	48%	59%
Renter Occupied %	11%	17%	21%	52%	41%
Median Owner Occupied Housing Value	\$290,705	\$275,426	\$252,913	\$293,526	\$351,083
Median Year Structure Built	1995	1996	1993	1982	1992
Average Travel Time to Work in Minutes	39	40	37	30	30

Source: Claritas

As shown above, the current population within a 5-minute drive time of the subject is 6,187, and the average household size is 3.3. Population in the area has grown since the 2020 census, and this trend is projected to continue over the next five years. Compared to Dallas County overall, the population within a 5-minute drive time is projected to grow at a faster rate.

Median household income is \$94,418, which is higher than the household income for Dallas County. Residents within a 5-minute drive time have a lower level of educational attainment than those of Dallas County, while median owner-occupied home values are lower.

Land Use

In the immediate vicinity of the subject, predominant land uses are single-family residential. Other land use characteristics are summarized as follows:

Immediate Surroundings

North	Single-Family Residential
South	Vacant Land
East	Vacant Land
West	Single-Family Residential



Development Activity and Trends

Following are recent development trends in the surrounding areas including the cities of Farmersville, Lavon, St. Paul, and Wylie which are located in close proximity to the subject property:

Lavon Lake is a freshwater impoundment located in Collin County on the East Fork of the Trinity River off of SH-78 operated by the U.S. Army Corps of Engineers. The lake serves as a water source for various north Texas cities. The Lake offers 121 miles of shoreline length with a maximum depth of 38 feet. Lavon Lakes' dominant fish species are the largemouth bass, white bass, blue catfish, and crappie. The Army Corps of Engineers operate 15 lakeside parks with boat ramps and other facilities.

Collin County was ranked No. 1 in Best Counties to Live in Texas in 2023 by Niche. Niche, headquartered in Pittsburgh, provides in-depth profiles on every school and college in America, as well as neighborhoods, with over 140 million reviews and ratings.

Community ISD is a public school district based in Nevada, Texas. The district serves students in southeastern Collin County including the towns of Copeville, Josephine, and Lavon. A small portion of Hunt County also lies within the district. The district is comprised of approximately 4,050 students with a student-teacher ratio of 22 to 1 within three elementary schools, one middle schools, and one high school.

Grand Heritage is a master-planned residential community located at SH-78 and SH-205 in Lavon, Texas which is planned with a total of 2,025 residential lots. The development offers a \$6 million resort-style pool and amenity center. To date, a total of 1,403 residential lots have been developed. An additional 622 lots are planned in future phases. The community is located within the Community Independent School District.

Inspiration is a 638-acre resort development named "Community of the Year – Under 600 Acres" in 2016, 2019, and 2020 by the Dallas Builders Association. The development is located within three jurisdictions, St. Paul, Lucas, and Wylie. A total of 2,314 residential lots are planned in this community with 1,883 developed to date and 431 lots planned in future phases. This community is located in the Wylie ISD.

LakePointe is a master-planned, mixed-use development located on the east side of SH-78, south of FM-6 in Lavon, Texas. A total of 704 residential lots have been developed with 50' and 60' frontages. The property is located within a public improvement district and is within the Community ISD.

Elevon is a master-planned residential development under construction on the north side of CR-541, east of CR-540 in Lavon ETJ, Texas. A total of 2,637 residential lots are eventually planned in the development. To date, a total of 1,435 lots have been developed with 1,202 lots planned in future phases. The property is within a public improvement district and is within the Community ISD.

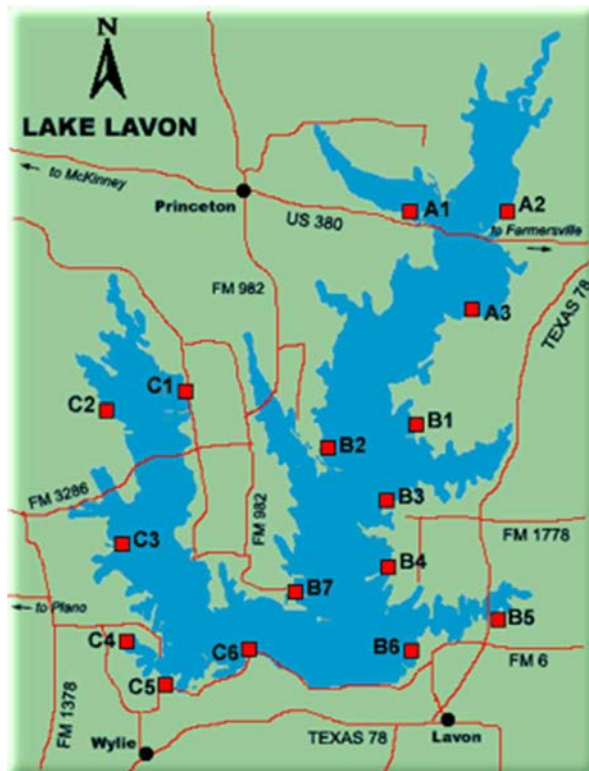
Lakeland Park located mid-lake on the east shore of Lake Lavon offers a four-lane boat ramp with a pavilion accommodating up to 500 people with picnic tables, several grills, drinking water, electricity, and restrooms. There is also a volleyball court and horse-shoe pit. Tent camping is permitted on the shoreline.

Woodbridge Golf Course is an 18-hole golf course which is home to the Northern Chapter of the PGA of America. The facility also offers a 12,000 square-foot clubhouse with a full-service pro shop.

Woodbridge Crossing is an \$85 million, 575,000 square-foot shopping mall on 64.5 acres at the corner of FM-544 and McCreary Road. Anchored by a Super Target, the retail center also includes numerous junior anchors and leading brand restaurants (Kohls, HomeGoods, TJ Maxx, Ulta, Bath & Body Works, Floor & Décor, Pet Smart, and Dollar General) and is considered to be one of the largest retail centers in Wylie. In addition, McCreary Road has been extended to a four-lane divided boulevard which extends south to SH-78.

Baylor Medical Physician Center is located at SH-78 near the FM-544 intersection in Wylie, Texas.

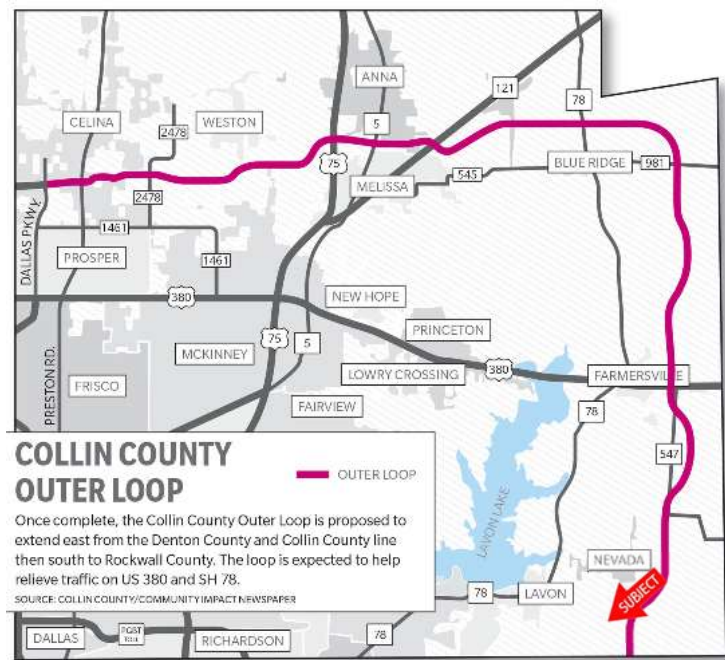
Additional Lavon Lake Parks – several parks are located around the lake which offer boat ramps and lake activities:



A1: Twin Groves	A2: Caddo Park	A3: Elm Creek	B1: Lakeland Park
B2: Tickey Creek	B3: Pebble Beach	B4: Little Ridge	
B5: Mallard Park	B6: Lavonia Park	B7: Clear Lake Park	
C1: Bratonia Park	C2: Highland Park	C3: Brockdale Park	
C4: Collin Park	C5: East Fork Park	C6: Avalon Park	

Bozman Farm Estates is a 470-acre master-planned development located east of FM-544 at Collins Boulevard in Wylie, Collin County, Texas.

Collin County Outer Loop - In its current state, the Outer Loop runs 4.6 miles from US-75 in Anna to SH-121 just northeast of Melissa. This section was built at a cost of \$21 million. This section of road runs as a bi-directional two-lane road, which will eventually be the north frontage road. The Outer Loop is planned to run for approximately 50 miles from the future northern extension of the Dallas North Tollway in Celina to IH-30 near Royse City. The loop will be built in five segments (including Segment 1 which is already open).



Segment 1 is the section of road already opened, running from US-75 to SH-121. This section will eventually become the north frontage road as tolled main lanes are added.

Segment 2 will run from FM-6, between Nevada and Josephine, to the Rockwall County line near Royse City. This segment could possibly be extended further south past IH-30 through Rockwall, Kaufman, and Dallas counties as part of a much larger outer loop.

Segment 3 will run past US-75 to the future north extension of the Dallas North Tollway in Celina. This section will run through extreme north McKinney, close to Weston and cross SH-289 (Preston Road) before ending at the Dallas North Tollway. This section could possibly be extended further west through Denton County as part of a larger outer loop.

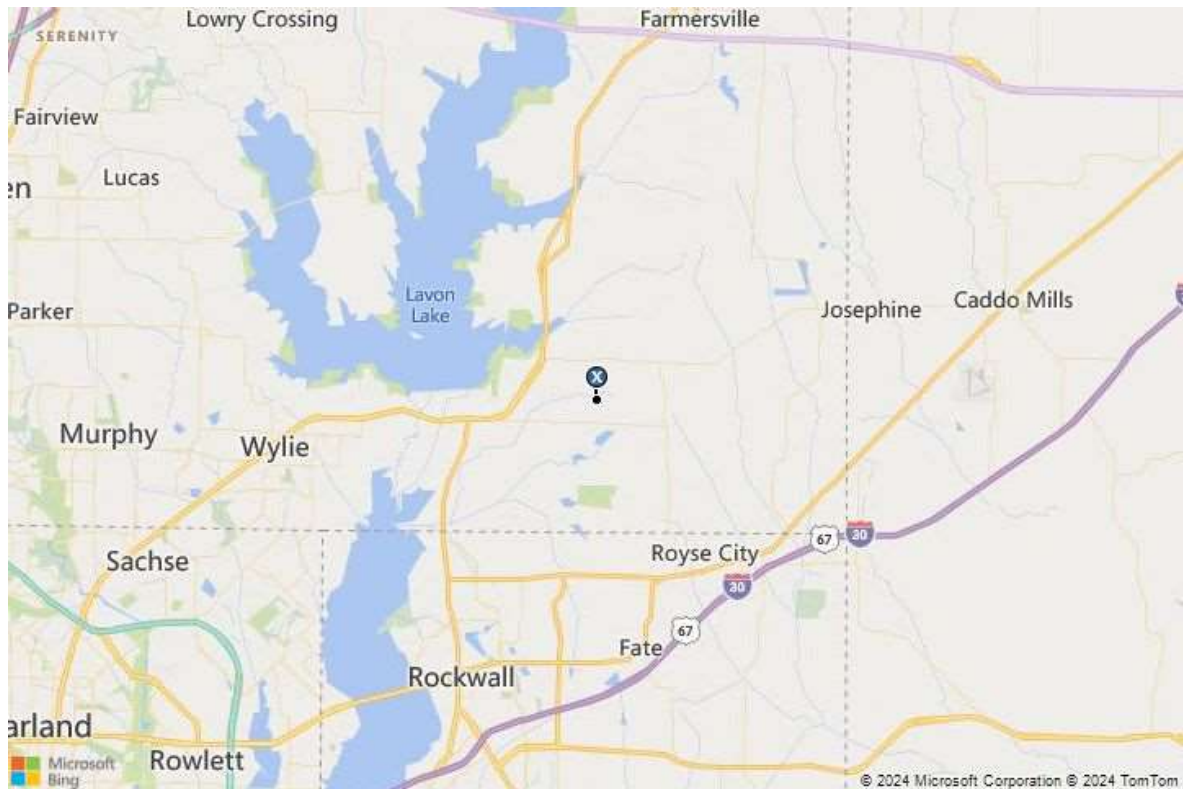
Segment 4 will run from US-380 near Farmersville to FM-6 between Nevada and Josephine.

Segment 5 will connect Segments 1 and 4, running through sparsely populated areas of the county.

Outlook and Conclusions

The area is in the growth stage of its life cycle. Given the history of the area and the growth trends, it is anticipated that property values will increase in the near future.

Surrounding Area Map

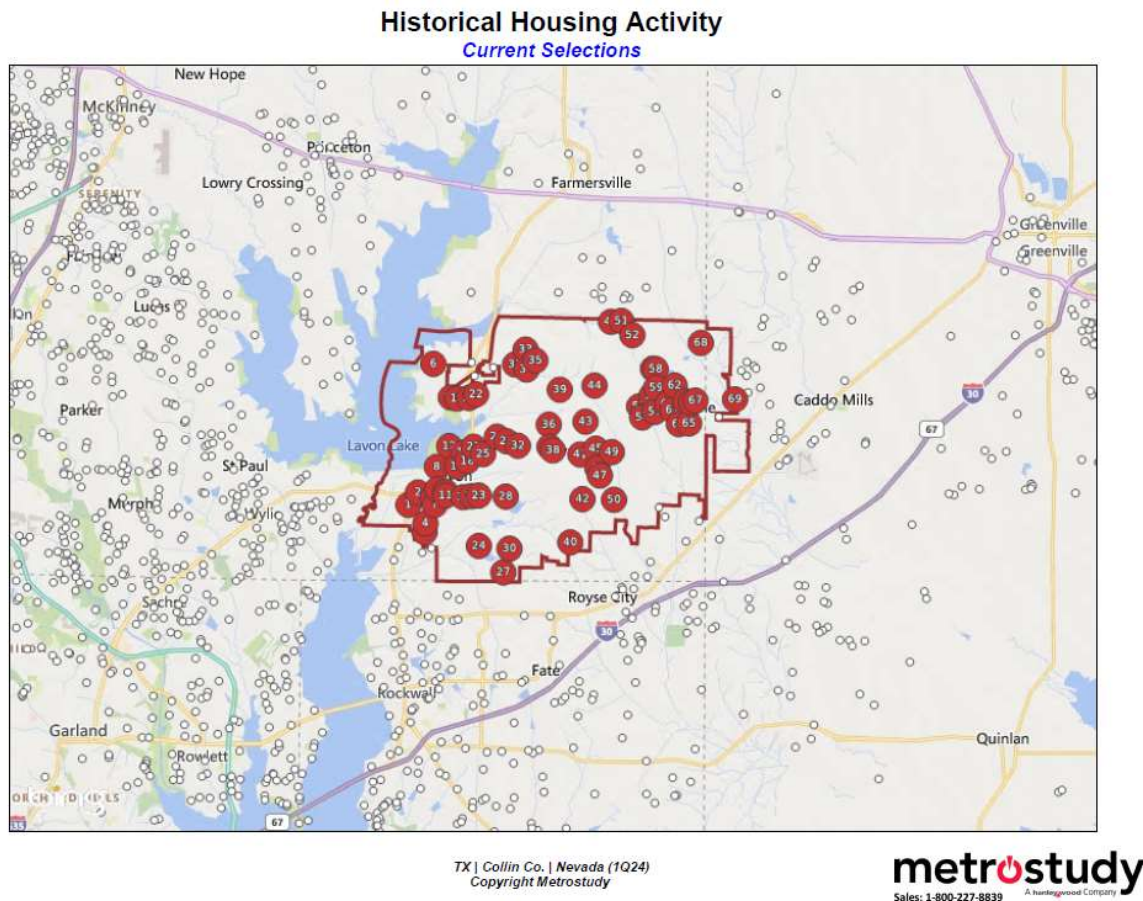


Residential Analysis

When analyzing the financially feasible and maximally productive use of the site, all of the uses that are both physically possible and legally permissible must be considered. For the subject, the primary potential use is considered to be single-family residential development. As mentioned, the subject is under construction with single-family lots. Thus, an important factor affecting development of the subject is the surrounding land usage. The neighborhood is predominantly vacant land that is being developed into single-family residential uses. The immediate area surrounding the subject is residential in nature.

During the past decade, the residential real estate market has seen many positive changes. With the steady increase in multifamily residential rental rates, coupled with the low interest rates and the large numbers pertaining to job growth, there has been a trend of individuals choosing to purchase homes rather than to rent apartments and multifamily housing. Furthermore, with the decline in the availability of vacant developable land, population growth has quickly expanded into the suburban areas of the Dallas/Fort Worth area. As such, the proposed absorption of single-family home lots in the subject's neighborhood will be analyzed using historical absorption data provided by Metrostudy/Zonda, a nationally recognized information provider, as well as information obtained from area market participants and developers. It is important to note that our absorption data is based on historical trends. Inasmuch as we are forecasting an economy for this area that is at least equal to recent trends, using these historical trends is felt to be quite justifiable. The subject development is physically located within the city of Lavon in Collin County and is within the Community Independent School District. Therefore, data obtained from Metrostudy/Zonda as of First Quarter 2024 for the defined area of "Community ISD", as shown in the following map, will be analyzed with a summary of the details following.

Defined Submarket Map Area – Community ISD



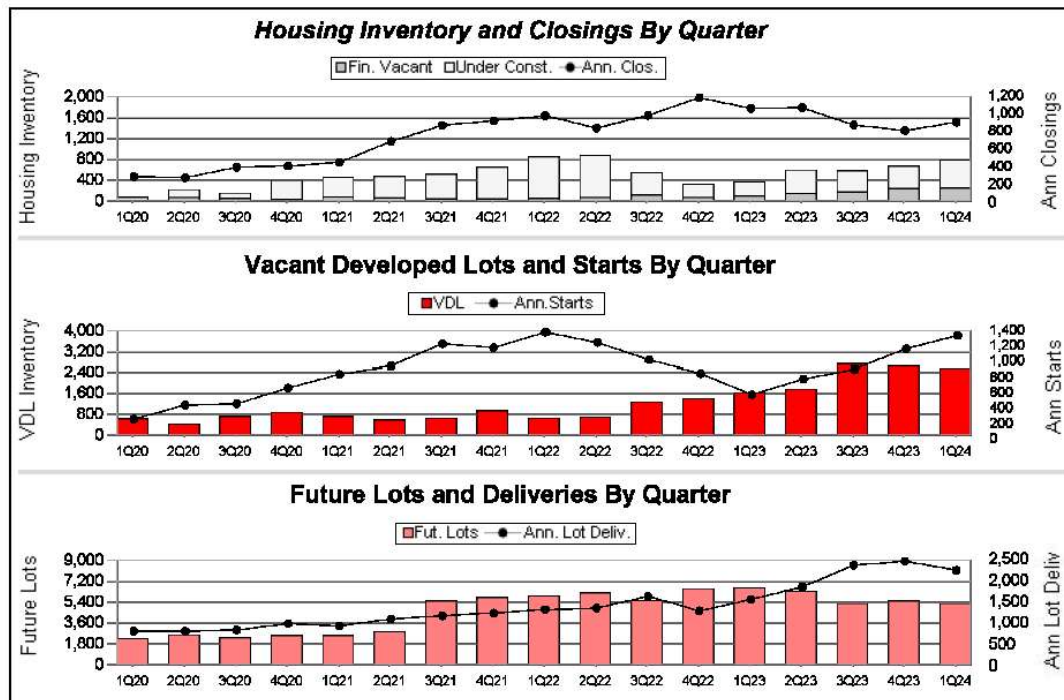
Following is a chart provided by Metrostudy/Zonda summarizing the historical home/lot absorption from the past several years for the defined submarket area:

Improvement Area #2 (IA #2)



Historical Housing Chart – Community ISD

Historical Housing Activity Summary													
Current Selections													
Qtr	Qtr Clos	Ann Clos	Model	FinVac	UC	Total Inv	Total Supply	Qtr Starts	Ann Starts	VDL	VDL Supply	Fut Lots	Ann Lot Deliv
1Q20	120	286	5	14	54	73	3.1	44	258	632	29.4	2,272	811
2Q20	41	276	6	70	150	226	9.8	194	445	438	11.8	2,581	809
3Q20	148	393	7	49	107	163	5.0	85	460	723	18.9	2,326	839
4Q20	98	407	10	33	364	407	12.0	342	665	886	16.0	2,511	987
1Q21	161	448	11	82	373	466	12.5	220	841	726	10.4	2,528	935
2Q21	277	684	15	56	414	485	8.5	296	943	593	7.5	2,848	1,098
3Q21	330	866	14	37	473	524	7.3	369	1,227	672	6.6	5,512	1,176
4Q21	150	918	15	42	608	665	8.7	291	1,176	950	9.7	5,821	1,240
1Q22	219	976	12	47	804	863	10.6	417	1,373	672	5.9	5,931	1,319
2Q22	136	835	12	73	806	891	12.8	164	1,241	705	6.8	6,179	1,353
3Q22	475	980	12	116	435	563	6.9	147	1,019	1,285	15.1	5,530	1,632
4Q22	347	1,177	12	67	259	338	3.4	122	850	1,388	19.6	6,549	1,288
1Q23	100	1,058	12	100	272	384	4.4	146	579	1,649	34.2	6,667	1,556
2Q23	142	1,064	12	145	449	606	6.8	364	779	1,779	27.4	6,340	1,853
3Q23	282	871	21	169	406	596	8.2	272	904	2,743	36.4	5,315	2,362
4Q23	283	807	24	238	432	694	10.3	381	1,163	2,681	27.7	5,491	2,456
1Q24	195	902	26	249	542	817	10.9	318	1,335	2,560	23.0	5,294	2,246



Dallas/Ft. Worth Residential Survey (1Q24)
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Defined Submarket Area

As shown in the chart on the previous page, the absorption of homes/lots within the submarket area increased between 2020 to 2021 before decreasing in 2022. However, absorption has since rebounded. According to Metrostudy/Zonda, the submarket area absorbed the following total homes/lots from 2020 to First Quarter 2024:

MetroStudy Analysis	Historical Absorption	
	Annual	Past 1 QTR
Year 1 (2020)	665	
Year 2 (2021)	1,176	
Year 3 (2022)	850	
Year 4 (2023)	1,163	
Past 12 Months	1,335	318
Historical Annual Average		982
Existing VDL	2,560	
Historical Absorption Average	982	
Past 12 Months	1,335	
Lot Supply (4.25± Year Historical)	2.6	Years Supply
Lot Supply (12 Months)	1.9	Years Supply

As can be seen, since 2020 (4.25 years), the annual average of homes/lots absorbed was 982 homes/lots. Utilizing the more recent 12-month absorption of homes/lots, the number of homes/lots absorbed significantly increases to 1,335 homes/lots in the submarket. According to Metrostudy/Zonda, the existing supply of available housing is currently within ideal levels in the submarket. The number of vacant developed lots in the submarket has substantially increased from a low of 438 lots in Second Quarter 2020 to a high of 2,743 lots in Third Quarter 2023. The current lot level is 2,560 lots as of First Quarter 2024.

Based upon the Metrostudy/Zonda absorption figures of the past 4.25 years, there is currently a 2.6±-year (2,560 lots ÷ 982 lots = 2.6±-years) total supply of existing lots available in the submarket. This total supply is considered to be within the optimum lot supply levels of 2.0 to 2.5 years per Metrostudy/Zonda. However, when utilizing the more current 12-month absorption of 1,335 home/lots, the total supply of existing lots available in the subject's defined submarket decreases to only 1.9±-years (2,560 lots ÷ 1,335 lots/year = 1.9±-years), which is slightly below the low end of optimum lot supply levels in the submarket.

Thus, the total lot supply within the subject's submarket is estimated to be between 1.9±-years to 2.6± years. Currently, this total lot supply is considered to be within the optimum supply levels. Therefore, it appears that additional lot product in the submarket is feasible at the current time.

We will now narrow our residential analysis to the absorption history of specific competing subdivisions in the subject's market area with similar lot features and amenities relative to the subject to determine the projected absorption and feasibility of the subject's proposed lots as follows.

Subject Market Area

The similarities considered to be most important are lot size, home price range, and amenity features. The tables that follow detail the active subdivisions that are considered to compete with the subject's lots. Our analysis will be presented beginning with the 40' frontage lots followed by the remaining lot types, 45', 50', and 60' frontage lots. All data is per Metrostudy/Zonda as of First Quarter 2024.

Competitive Supply – 40' Frontage Lots

The competitive supply presented recognizes residential developments which are located in the subject's immediate and surrounding vicinity. The lot sizes, home prices, and amenities in the subdivisions shown are generally similar relative to the subject's 40' frontage lots. Thus, the competing residential developments are considered to be the immediate competition for the subject's proposed lots and are believed to accurately reflect the potential absorption levels for the subject's lots at this time.

Competitive Supply		40' Frontage Lots			
Subdivisions	School District	Home Prices (\$000's)	Available Lots	Typical Lot Dimensions	Typical Lot SF
<u>Elevon*</u> Lavon, Texas	Community	\$295-\$425	281	40'/45' x 120'	4,800 - 5,400
<u>Eastridge</u> Princeton, Texas	McKinney	\$309-\$416	31	40' x 115'	4,600
<u>Bridgewater</u> Princeton, Texas	Princeton	\$234-\$310	75	40' x 120' 45' x 115'	4,800 - 5,175
<u>Bryant Farms</u> Melissa, Texas	Melissa	\$342-\$500	65	40' x 110'	4,400
<u>Cypress Creek</u> Lowry Crossing, Texas	Princeton	\$265-\$320	3	40' x 120'	4,800
<u>Forest Park</u> Princeton, Texas	Princeton	\$312-\$403	103	45' x 120'	5,400
<u>Lake Meadow</u> Princeton, Texas	Princeton	\$309-\$396	25	40' x 115' 50' x 100'	4,600 5,000
<u>Princeton Heights</u> Princeton, Texas	Princeton	\$330-\$404	117	40' x 110'	4,400
<u>Bear Creek at Grand Heritage</u> Lavon, Texas	Community	\$346-\$501	149	50' x 110'	5,500
<u>Manors at Woodbridge</u> Wylie, Texas	Wylie	\$492-\$569	3	40' x 110'	4,400
Total			852		
*Subject's subdivision					
Subject: Elevon PID, IA #2	Community ISD			40' x 120'	4,800
Source: Metrostudy as of First Quarter 2024					

Having addressed the immediate competition, we will estimate the approximate absorption time frame for the subject by analyzing absorption trends of the previously shown developments.

Absorption Analysis – 40' Frontage Lots

The following table outlines the monthly absorption of the residential developments listed in the competitive supply. It should be noted that all data is as of First Quarter 2024.

Monthly Absorption Performance		40' Frontage Lots			
Subdivisions	Available Lots	Building Starts	No. Months	Units/Month	Months Supply
Elevon*	281	236	15	15.7	17.9
Eastridge	31	185	12	15.4	2.0
Bridgewater	75	342	15	22.8	3.3
Bryant Farms	65	145	12	12.1	5.4
Cypress Creek	3	110	12	9.2	0.3
Forest Park	103	54	12	4.5	22.9
Lake Meadow	25	98	12	8.2	3.1
Princeton Heights	117	140	12	11.7	10.0
Bear Creek at Grand Heritage	149	53	12	4.4	33.7
Manors at Woodbridge	3	87	9	9.7	0.3
Totals/Averages	852	1,450		113.6	7.5
Average Units/Month				11.4	
Subject: Elevon PID, IA #2					
Source: Metrostudy as of First Quarter 2024					

Based upon the number of available lots and average absorption per month, the 852 lots remaining within these residential developments indicates only a 7.5±-month supply (0.6± years). This appears to be representative of a significant under-supply of lots within the subject's projected price/lot size range.

Overall, the competing residential developments indicate an absorption range of 4.4 units to 22.8 units per month, with an overall average of 11.4 units per month. To summarize, it is important to note the following facts:

- Eight of the 10 residential developments presented (except for Forest Park and Bear Creek at Grand Heritage) are projected to be sold out within 17.9± months. Thus, it is reasonable that the subject may capture a portion of the demand that these projects currently enjoy.
- The subject's competitive supply is significantly under-supplied with only a 7.5± month-supply of developed lots.
- At the effective date of this appraisal, all of the subject's 40' lots are under contract. The lot contracts are summarized as follows:

Lot Contract Summary											
		Typical Lot Dimensions					Base Lot Price				Absorption Period
Home Builder	Phase	Total Lots	40' x 120'	45' x 120'	50' x 120'	60' x 120'	40'	45'	50'	60'	(Months±)
GRBK Edgewood LLC	Sec. 2, Phase 2E	263	42	61	115	45	\$48,000	\$54,000	\$60,000	\$72,000	All lots up to 4.0 months
Jabez Development, LP	Phase 2B-2	190	101	x	89	x	\$48,000	x	\$60,000	x	All lots up to 4.0 months
Totals		453	143	61	204	45					

All lots are contracted with a \$2,500/lot amenity fee and a \$1,000/lot marketing fee.

- The overall lot supply within the defined submarket (Community ISD) is estimated to range from 1.9± to 2.6± years which is below equilibrium lot supply levels of 2.0 – 2.5 years.

Absorption Projection – 40'

The preceding data supports a projected absorption for the subject's lots with 40' frontages at 12.0 units per month which is supported by the overall average of the competitive supply (11.4 upm). As such, our absorption projection is considered reasonable based upon the lot supply and demand levels within the subject's submarket area for 40' frontage lots.

Competitive Supply – 45' Frontage Lots

The competitive supply presented below recognizes residential developments which are located in the subject's immediate and surrounding vicinity. The lot sizes, home prices, and amenities in the subdivisions shown are generally similar relative to the subject's 45' frontage lots. Thus, the competing residential developments are considered to be the immediate competition for the subject's proposed lots and are believed to accurately reflect the potential absorption levels for the subject's lots at this time.

Competitive Supply		45' Frontage Lots			
Subdivisions	School District	Home Prices (000's)	Available Lots	Typical Lot Dimensions	Typical Lot SF
<u>Elevon*</u> Lavon, Texas	Community	\$295-\$425	281	40'/45' x 120'	4,800 - 5,400
<u>Eastridge</u> Princeton, Texas	McKinney	\$309-\$416	31	40' x 115'	4,600
<u>Bridgewater</u> Princeton, Texas	Princeton	\$234-\$310	75	40' x 120' 45' x 115'	4,800 - 5,175
<u>Bryant Farms</u> Melissa, Texas	Melissa	\$342-\$500	65	40' x 110'	4,400
<u>Cypress Creek</u> Lowry Crossing, Texas	Princeton	\$265-\$320	3	40' x 120'	4,800
<u>Forest Park</u> Princeton, Texas	Princeton	\$312-\$403	103	45' x 120'	5,400
<u>Lake Meadow</u> Princeton, Texas	Princeton	\$309-\$396	25	40' x 115' 50' x 100'	4,600 5,000
<u>Princeton Heights</u> Princeton, Texas	Princeton	\$330-\$404	117	40' x 110'	4,400
<u>Bear Creek at Grand Heritage</u> Lavon, Texas	Community	\$346-\$501	149	50' x 110'	5,500
<u>Manors at Woodbridge</u> Wylie, Texas	Wylie	\$492-\$569	3	40' x 110'	4,400
Total			852		
*Subject's subdivision					
Subject: Elevon PID, IA #2		Community ISD		45' x 120'	5,400
Source: Metrostudy as of First Quarter 2024					

Having addressed the immediate competition, we will estimate the approximate absorption time frame for the subject by analyzing absorption trends of the previously shown developments.

Absorption Analysis – 45' Frontage Lots

The following table outlines the monthly absorption of the residential developments listed in the competitive supply. It should be noted that all data is as of First Quarter 2024.

Monthly Absorption Performance		45' Frontage Lots			
Subdivisions	Available Lots	Building Starts	No. Months	Units/Month	Months Supply
Elevon*	281	236	15	15.7	17.9
Eastridge	31	185	12	15.4	2.0
Bridgewater	75	342	15	22.8	3.3
Bryant Farms	65	145	12	12.1	5.4
Cypress Creek	3	110	12	9.2	0.3
Forest Park	103	54	12	4.5	22.9
Lake Meadow	25	98	12	8.2	3.1
Princeton Heights	117	140	12	11.7	10.0
Bear Creek at Grand Heritage	149	53	12	4.4	33.7
Manors at Woodbridge	3	87	9	9.7	0.3
Totals/Averages	852	1,450		113.6	7.5
Average Units/Month				11.4	
Subject: Elevon PID, IA #2					
Source: Metrostudy as of First Quarter 2024					

Based upon the number of available lots and average absorption per month, the 852 lots remaining within these residential developments indicates only a 7.5±-month supply (0.6± years). This appears to be representative of a significant under-supply of lots within the subject's projected price/lot size range.

Overall, the competing residential developments indicate an absorption range of 4.2 units to 22.8 units per month, with an overall average of 11.4 units per month. To summarize, it is important to note the following facts:

- Eight of the 10 residential developments presented (except for Forest Park and Bear Creek at Grand Heritage) are projected to be sold out within 17.9± months. Thus, it is reasonable that the subject may capture a portion of the demand that these projects currently enjoy.
- The subject's competitive supply is significantly under-supplied with only a 7.5± month-supply of developed lots.
- At the effective date of this appraisal, all of the subject's 45' lots are under contract. The lot contracts are summarized as follows:

Lot Contract Summary													
Typical Lot Dimensions							Base Lot Price				Absorption Period		
Home Builder	Phase	Total Lots	40' x 120'	45' x 120'	50' x 120'	60' x 120'	40'	45'	50'	60'	Base Price/FF	Absorption Period (Months)	
GRBK Edgewood LLC	Sec. 2, Phase 2E	263	42	61	115	45	\$48,000	\$54,000	\$60,000	\$72,000	\$1,200	All lots up to 4.0 months	
Jabez Development, LP	Phase 2B-2	190	101	x	89	x	\$48,000	x	\$60,000	x	\$1,200	All lots up to 4.0 months	
Totals		453	143	61	204	45							

All lots are contracted with a \$2,500/lot amenity fee and a \$1,000/lot marketing fee.

- The overall lot supply within the defined submarket (Community ISD) is estimated to range from 1.9± to 2.6± years which is below equilibrium lot supply levels of 2.0 – 2.5 years.

Absorption Projection – 45'

Thus, the preceding data supports a projected absorption for the subject's lots with 45' frontages at 12.0 units per month which is supported by the overall average of the competitive supply (11.4 upm). As such, our absorption projection is considered reasonable based upon the lot supply and demand levels within the subject's submarket area for 45' frontage lots.

Competitive Supply – 50' Frontage Lots

The competitive supply presented below recognizes residential developments which are located in the subject's immediate and surrounding vicinity. The lot sizes, home prices, and amenities in the subdivisions shown are generally similar relative to the subject's 50' frontage lots. Thus, the competing residential developments are considered to be the immediate competition for the subject's proposed lots and are believed to accurately reflect the potential absorption levels for the subject's lots at this time.

Competitive Supply		50' Frontage Lots			
Subdivisions	School District	Home Prices (000's)	Available Lots	Typical Lot Dimensions	Typical Lot SF
<u>Elevon*</u> Lavon, Texas	Community	\$356-\$490	306	50' x 120'	6,000
<u>Eastridge</u> Princeton, Texas	McKinney	\$371-\$515	42	50' x 115'	5,750
<u>Bridgewater</u> Princeton, Texas	Princeton	\$300-\$450	340	50'x 115'/120'	5,750 - 6,000
<u>Cypress Creek</u> Lowry Crossing, Texas	Princeton	\$274-\$420	3	50' x 120'	6,000
Total			691		
<u>*Subject's subdivision</u>					
Subject: Elevon PID, IA #2		Community ISD		50' x 120'	6,000
Source: Metrostudy as of First Quarter 2024					

Having addressed the immediate competition, we will estimate the approximate absorption time frame for the subject by analyzing absorption trends of the previously shown developments.

Absorption Analysis – 50' Frontage Lots

The following table outlines the monthly absorption of the residential developments listed in the competitive supply. It should be noted that all data is as of First Quarter 2024.

Monthly Absorption Performance		50' Frontage Lots			
Subdivisions	Available Lots	Building Starts	No. Months	Units/Month	Months Supply
Elevon*	306	239	15	15.9	19.2
Eastridge	42	212	12	17.7	2.4
Bridgewater	340	194	9	21.6	15.8
Cypress Creek	3	108	12	9.0	0.3
Totals/Averages	691	753		64.2	10.8
Average Units/Month				16.0	
Subject: Elevon PID, IA #2					
Source: Metrostudy as of First Quarter 2024					

Based upon the number of available lots and average absorption per month, the 691 lots remaining within these residential developments indicates only a 10.8±-month supply (0.9± years). This appears to be representative of a significant under-supply of lots within the subject's projected price/lot size range.

Overall, the competing residential developments indicate an absorption range of 9.0 units to 21.6 units per month, with an overall average of 16.0 units per month. To summarize, it is important to note the following facts:

- All of the residential developments presented are projected to be sold out within 19.2± months. Thus, it is reasonable that the subject may capture a portion of the demand that these projects currently enjoy.
- The subject's competitive supply is significantly under-supplied with only a 10.8± month-supply of developed lots.
- At the effective date of this appraisal, all of the subject's 50' lots are under contract. The lot contracts are summarized as follows:

Lot Contract Summary												
		Typical Lot Dimensions				Base Lot Price						
Home Builder	Phase	Total Lots	40' x 120'	45' x 120'	50' x 120'	60' x 120'	40'	45'	50'	60'	Base Price/FF	Absorption Period (Months)
GRBK Edgewood LLC	Sec. 2, Phase 2E	263	42	61	115	45	\$48,000	\$54,000	\$60,000	\$72,000	\$1,200	All lots up to 4.0 months
Jabez Development, LP	Phase 2B-2	190	101	x	89	x	\$48,000	x	\$60,000	x	\$1,200	All lots up to 4.0 months
Totals		453	143	61	204	45						

All lots are contracted with a \$2,500/lot amenity fee and a \$1,000/lot marketing fee.

- The overall lot supply within the defined submarket (Community ISD) is estimated to range from 1.9± to 2.6± years which is below equilibrium lot supply levels of 2.0 – 2.5 years.

Absorption Projection – 50'

Thus, the preceding data supports a projected absorption for the subject's lots with 50' frontages at 16.0 units per month which is supported by the overall average of the competitive supply (16.0 upm). As such, our absorption projection is considered reasonable based upon the lot supply and demand levels within the subject's submarket area for 50' frontage lots.

Competitive Supply – 60' Frontage Lots

The competitive supply presented below recognizes residential developments which are located in the subject's immediate and surrounding vicinity. The lot sizes, home prices, and amenities in the subdivisions shown are generally similar relative to the subject's 60' frontage lots. Thus, the competing residential developments are considered to be the immediate competition for the subject's proposed lots and are believed to accurately reflect the potential absorption levels for the subject's lots at this time.

Competitive Supply		60' Frontage Lots			
Subdivisions	School District	Home Prices (000's)	Available Lots	Typical Lot Dimensions	Typical Lot SF
<u>Elevon*</u> Lavon, Texas	Community	\$424-\$546	114	60' x 120'	7,200
<u>Cypress Creek</u> Lowry Crossing, Texas	Princeton	\$344-420	10	60' x 120'	7,200
<u>Meadow Run</u> Melissa, Texas	Melissa	\$439-\$626	12	60' x 120'/129'	7,200 - 7,740
<u>Lake Breeze Estates</u> Lavon, Texas	Community	\$438-\$544	86	60' x 120'	7,200
<u>Emerald Vista</u> Wylie, Texas	Wylie	\$504-\$756	45	60' x 115'	6,900
<u>Inspiration</u> Lucas, Texas	Wylie	\$568-\$869	117	64' x 140'	8,960
Total			384		
*Subject's subdivision					
Subject: Elevon PID, IA #2	Community ISD			60' x 120'	7,200
Source: Metrostudy as of First Quarter 2024					

Having addressed the immediate competition, we will estimate the approximate absorption time frame for the subject by analyzing absorption trends of the previously shown developments.

Absorption Analysis – 60' Frontage Lots

The following table outlines the monthly absorption of the residential developments listed in the competitive supply. It should be noted that all data is as of First Quarter 2024.

Monthly Absorption Performance		60' Frontage Lots			
Subdivisions	Available Lots	Building Starts	No. Months	Units/Month	Months Supply
Elevon*	114	47	9	5.2	21.8
Cypress Creek	10	101	12	8.4	1.2
Meadow Run	12	55	12	4.6	2.6
Lake Breeze Estates	86	15	12	1.3	68.8
Emerald Vista	45	39	12	3.3	13.8
Inspiration	117	127	12	10.6	11.1
Totals/Averages	384	384		33.3	11.5
Average Units/Month				5.6	
Subject: Elevon PID, IA #2					
Source: Metrostudy as of First Quarter 2024					

Based upon the number of available lots and average absorption per month, the 384 lots remaining within these residential developments indicates only a 11.5±-month supply (1.0± years). This appears to be representative of a significant under-supply of lots within the subject's projected price/lot size range.

Overall, the competing residential developments indicate an absorption range of 1.3 units to 10.6 units per month, with an overall average of 5.6 units per month. To summarize, it is important to note the following facts:

- Four of the six residential developments presented (except for Elevon and Lake Breeze Estates) are projected to be sold out within 13.8± months. Thus, it is reasonable that the subject may capture a portion of the demand that these projects currently enjoy.
- The subject's competitive supply is significantly under-supplied with only a 11.5± month-supply of developed lots.
- At the effective date of this appraisal, all of the subject's 60' lots are under contract. The lot contracts are summarized as follows:

Lot Contract Summary												
		Typical Lot Dimensions				Base Lot Price						
Home Builder	Phase	Total Lots	40' x 120'	45' x 120'	50' x 120'	60' x 120'	40'	45'	50'	60'	Base Price/FF	Absorption Period (Months±)
GRBK Edgewood LLC	Sec. 2, Phase 2E	263	42	61	115	45	\$48,000	\$54,000	\$60,000	\$72,000	\$1,200	All lots up to 4.0 months
Jabez Development, LP	Phase 2B-2	190	101	x	89	x	\$48,000	x	\$60,000	x	\$1,200	All lots up to 4.0 months
Totals		453	143	61	204	45						

All lots are contracted with a \$2,500/lot amenity fee and a \$1,000/lot marketing fee.

- The overall lot supply within the defined submarket (Community ISD) is estimated to range from 1.9± to 2.6± years which is below equilibrium lot supply levels of 2.0 – 2.5 years.

Absorption Projection – 60' Frontage Lots

Thus, the preceding data supports a projected absorption for the subject's lots with 60' frontages at 6.0 units per month which is supported by the overall average of the competitive supply (5.6 upm). As such, our absorption projection is considered reasonable based upon the lot supply and demand levels within the subject's submarket area for 60' frontage lots.

Overall Absorption Summary Projection

In summary, the absorption projections support 12.0 upm for 40' lots, 12.0 upm for 45' lots, 16.0 upm for 50' lots, and 6.0 upm for 60' lots.

Section 2, Phase 2E

Our monthly absorption projections are summarized as follows for lots within Section 2, Phase 2E:

Projected Absorption Summary									Total Aborp. Period	
Lot Type	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Lots	(Monthst)
40' Lots	12	12	12	6	0	0	0	0	42	3.5
45' Lots	12	12	12	12	12	1	0	0	61	5.1
50' Lots	16	16	16	16	16	16	16	3	115	7.2
60' Lots	6	6	6	6	6	6	6	3	45	7.5
Totals	46	46	46	40	34	23	22	6	263	

As shown, the overall absorption for the subject's 263 lots within Section 2, Phase 2E is estimated to be 3.5± months (40' lots), 5.1± months (45' lots), 7.2± months (50' lots), and 7.5± months (60' lots).

Phase 2B-2

Our monthly absorption projections are summarized as follows for lots within Phase 2B-2:

Projected Absorption Summary										Total Aborp. Period	
Lot Type	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	Lots	(Months±)
40' Lots	12	12	12	12	12	12	12	12	5	101	8.4
50' Lots	16	16	16	16	16	9	0	0	0	89	5.6
Totals	28	28	28	28	28	21	12	12	5	190	

As shown, the overall absorption for the subject's 190 lots within Phase 2B-2 is estimated to be 8.4± months (40' lots) and 5.6± months (50' lots).

Federal Reserve Rate Increases Impact on Current Valuations

Transaction indicators are the best measure of any impact on values due to the recent Federal Reserve increases. Since the beginning of the rate increase in mid-year 2022, many transactions were tabled, and market data has been scarce. Since that time period, price discovery has occurred in many markets across different property types and transactions are getting done. However, market instability remains a factor on various levels. Based on discussions and interviews with a wide range of market participants including brokers, lenders, asset managers, owners, property managers and others, a variety of concerns, and opportunities, are apparent.

Interest Rates

In 2016, the Federal Reserve began slowly raising rates as the economy recovered. Subsequently, the Federal Reserve fed funds rate steadily rose from 0.25% - 0.50% to 2.25% - 2.50% between December 2016 and December 2018. During 2019, inflation was well below the central bank's 2% target, and in response, the rate was lowered three times from 2.0%-2.50% to 1.50%-1.75%. In January 2020, the Federal Open Market Committee (FOMC) released a policy statement in January 2020 indicating that the labor market remains strong, and that economic activity has been rising at a moderate rate. Within weeks, the Covid-19 pandemic spread across the globe and in March of 2020 the target range dropped back to 0.0% to 0.25%. However, with the COVID-19 pandemic over, employment rate sub 4.0% nationally and inflation at 40-year highs, the Federal reserve began rapidly increasing the fed funds rate steadily from 0.25% - 0.50% in March of 2022 to 4.25% - 4.50% as of December 2022 pushing borrowing costs to the highest level since 2007.

Recent indicators suggest that economic activity has been expanding at a solid pace. Job gains have remained strong, and the unemployment rate has remained low. Inflation has eased over the past year but remains elevated. The Committee seeks to achieve maximum employment and inflation at the rate of 2 percent over the longer run. The Committee judges that the risks to achieving its employment and inflation goals are moving into better balance. The economic outlook is uncertain, and the Committee remains highly attentive to inflation risks. In support of its goals, at the March 2024 meeting, the Committee decided to maintain the target range for the federal funds rate at 5-1/4 to 5-1/2 percent.

Macro-Economic Impacts

Not surprisingly, the markets have reacted accordingly. The markets experienced a notable change in 2022, as the economic environment was altered due to a significant increase in interest rates and a continuing increase in the inflation rate. While this had a clear impact on fixed-income investments, stocks were not immune to the effects of the changing environment. Major "repricing" took place in the stock market, and the Standard & Poor's 500 stock index, moved into a bear market, with a decline of 20% from its peak value, as did other major market indices.

As interest rates remain high, personal savers can benefit from elevated earnings on their balances. But the most recent rate hike means that borrowers will continue to see higher interest rates too, on mortgages, credit card debt, and personal loans. Higher prices combined with high-priced debts have consumers and experts still concerned about the future of the job market and the recession possibilities.

Real gross domestic product (GDP) increased at an annual rate of 3.4 percent in the fourth quarter of 2023. In the third quarter, real GDP increased 4.9 percent. The increase in the fourth quarter primarily reflected increases in consumer spending, state and local government spending, exports, nonresidential fixed investment, federal government spending, and residential fixed investment that were partly offset by a decrease in private inventory investment. Imports, which are a subtraction in the calculation of GDP, increased.

The GDPNow model estimate for real GDP growth (seasonally adjusted annual rate) in the first quarter of 2024 is 2.8 percent on April 1, up from 2.3 percent on March 29. After the April 1 release from the US Census Bureau and the Institute for Supply Management, the nowcasts of first-quarter real personal consumption expenditures growth and first-quarter real gross private domestic growth increased from 2.6 percent and 3.1 percent, respectively, to 3.2 percent and 3.9 percent.

Rates of Return and Valuation Methodology

Offsetting the increased risk due to uncertainty in the property markets is the Federal Reserve's monetary policy of increasing rates down to get a grip on inflation and cooling down the economy. While many financial institutions have raised their loan to value ratios as a risk management tool, the cost of borrowing is at recent historic highs. The result is downward pressure on rates of return where leverage is attainable. As transactions continue to occur, the overall impact on rates of return, by property type and location, is becoming apparent.

Some market participants believe the impact on market value is reflected in capitalization rates while others believe rates are not moving. Instead, the value impact is limited to cash flow loss plus profit until re-stabilization occurs. Once again, the answers vary by property type and location.

The valuation herein reflects our analysis of current market data.

Market Sentiment/Participant Interviews

In addition to transaction data, which is slowly materializing, we look to market participants (developers, investors, lenders, brokers) as a leading indicator of where the market is currently, and where they believe the market is heading. Following is a summary of key interviews undertaken:

MarketParticipantSurvey				
Date of Survey	Respondent	Role/Title	Company	Commentary
Second Quarter 2024	Mr. R.R. "Tripp" Davenport, III	Director/Investment Banker	FMSbonds, Inc.	Activity continues to be brisk. Several existing projects are entering into additional phases while new projects continue to come online. Developers are still securing builder contracts with good earnest money deposits.
Second Quarter 2024	Mr. Pfilip Hunt	Partner	Wrathell Hunt & Associates, LLC	We have continued to see very steady volume with no slowdown in 2024. The developer and homebuilder clients continue to have steady demand for pods, finished lots, and houses.
Second Quarter 2024	Mr. Jeff Winkler	Chief Financial Officer	Huffines Companies	I don't see anything right now that should change. Job creation is good and increasing interest rates have stopped. Consensus is that in Third or Fourth Quarter 2024, the Federal Reserve will move rates down, Homebuilding is still healthy with lots of activity.
Second Quarter 2024	Mr. Don Dykstra	Chief Financial Officer	Bloomfield Homes	March 2024 sales were strong. The north part of DFW area is strong; however, the southern area has low margins.
Second Quarter 2024	Mr. Tony Shaw	Broker/Owner	Tony Shaw Properties	Stock market is up. There is growth in the economy. Interest rates are not going up. The job market is strong and unemployment is down, The demand for housing still exceeds the supply.

Conclusion

Considering the subject's relative sensitivity to inherent risks as of the effective date of the valuation, the following valuation considerations were developed:

Valuation Approach Implications		Comment
Sales Comparison Approach		
Market conditions adjustment?	Yes	A market condition annual adjustment rate of 7% was applied to the lot sales.
Transaction evidence?	Yes	
Marketing Time		
Has marketing time been adjusted?	Yes	Increase of three months from 6 – 9 months to 9 – 12 months

Property Analysis

Land Description and Analysis

Location

Section 2, Phase 2E of the Elevon PID, IA #2 is located at the northeast corner of Elevon Parkway and Dewy Lake Place. Phase 2B-2 within the Elevon PID, IA #2 is located at the northeast corner of Watkins Road and Pleasant Field Drive. The PID is located in the city of Lavon in Collin County, Texas and is within the Community ISD.

Land Area

The following table summarizes the subject's land areas.

Land Area Summary		
Phase	SF	Acres
Section 2, Phase 2E	2,846,226	65.340
Phase 2B-2	1,658,078	38.064
Source: Engineering Report		

Shape and Dimensions

The sites are irregular in shape, with site utility based upon shape and dimensions considered to be average.

Topography

The sites are generally level and at street grade. The topography does not result in any particular development limitations.

Drainage

No particular drainage problems were observed or disclosed at the time of field inspection. This appraisal assumes that surface water collection, both on-site and in public streets adjacent to the subject, is adequate.

Environmental Hazards

An environmental assessment report was not provided for review, and during the inspection, no obvious signs of contamination on or near the subject were observed. However, environmental issues are beyond the scope of expertise of the assignment participants. It is assumed the property is not adversely affected by environmental hazards.

Flood Hazard Status

The following table indicates applicable flood hazard information for the subject property, as determined by review of available flood maps obtained from the Federal Emergency Management Agency (FEMA).

Flood Hazard Status		
Community Panel Number	48085C0445J	48085C0445J
Date	June 2, 2009	June 2, 2009
Zone	X	A
Description	Outside the floodplain	Within the 100-year floodplain
Insurance Required?	No	Yes
Comments	A portion of the property within Section 2, Phase 2E is within the 100-year floodplain.	

It is noted that a portion of the property within Section 2, Phase 2E is within the 100-year floodplain. It is assumed engineering will be completed to allow development of the lots within the floodplain area.

Ground Stability

A soils report was not provided for review. Based on the viewing of the subject and development on nearby sites, there are no apparent ground stability problems. However, soils analyses are beyond the scope of expertise of the assignment participants. It is assumed the subject's soil bearing capacity is sufficient to support a variety of uses, including those permitted by zoning.

Streets, Access and Frontage

Details pertaining to street access and frontage are provided in the following table.

Streets, Access and Frontage			
Street	Elevon Parkway	Dewy Lake Place	Watkins Road
Frontage Feet (±)	1,020	426	830
Paving	Concrete	Concrete	Asphalt
Curbs	Yes	Yes	None
Sidewalks	Yes	Yes	None
Lanes	2 way, 1 lane each way	2 way, 1 lane each way	2 way, 1 lane each way
Direction of Traffic	East/West	North/South	East/West
Condition	Good	Good	Average
Traffic Levels	Low	Low	Low
Signals/Traffic Control	None	Stop sign	None
Access/Curb Cuts	Yes	Yes	Yes
Visibility	Average	Average	Average

Utilities

Utilities available to the subject are summarized below.

Utilities	
Service	Provider
Water	Bear Creek Special Utility District
Sewer	Bear Creek Special Utility District

Zoning

The subject is governed under the Planned Development District for the Elevon PID which is intended to allow for single-family residential use for IA #2 according to the approved plans for Section 2, Phase 2E and Phase 2B-2. The following table summarizes the applicable zoning requirements affecting the subject.

Zoning Summary	
Zoning Jurisdiction	City of Lavon, Texas
Zoning Designation	PD
Description	Planned Development
Legally Conforming?	Appears to be legally conforming
Zoning Change Likely?	No
Permitted Uses	Single-family residential use according to the approved concept plan for the Elevon development

According to the local planning department, there are no pending or prospective zoning changes.

Interpretation of zoning ordinances is beyond the scope of expertise of the assignment participants. An appropriately qualified land use attorney should be engaged if a determination of compliance is required.

Other Land Use Regulations

There are no other known land use regulations that would affect the property.

Easements, Encroachments and Restrictions

Based upon a review of the property surveys and plats, there are no apparent easements, encroachments, or restrictions that would adversely affect value. This valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

Conclusion of Site Analysis

Overall, the physical characteristics and the availability of utilities result in a functional site, suitable for a variety of uses including those permitted by zoning. Uses permitted by zoning include single-family residential use according to the approved concept plan for the Elevon development relative to IA #2. No other restrictions on development are apparent.

General Description - Elevon PID, IA #2

The subject represents Improvement Area No. 2 (IA #2) as part of the Elevon Public Improvement District ("Elevon PID" of the "PID") located in Lavon, Collin County, Texas. IA #2 is currently under construction with 263 lots on 65.340 acres as Section 2, Phase 2E and 190 lots on 38.064 acres as Phase 2B-2. The PID is governed under a Planned Development District permitting development according to the approved concept plan. Substantial completion for Section 2, Phase 2E is expected by August 1, 2024, and by August 1, 2025, for Phase 2B-2.

Improvements will also include concrete streets with curbs and gutters, streetlights, and landscaping.

The Elevon PID, IA #2 is summarized in the following exhibit:

Elevon PID, IA #2									
Phase	Location	Acres	Density	Typical Lot Dimensions				Total Lots	Expected Completion Date
			Per Acre	40' x 120'	45' x 120'	50' x 120'	60' x 120'		
Section 2, Phase 2E	NEC Elevon Parkway & Dewy Lake Place	65.340	4.0	42	61	115	45	263	August 1, 2024
Phase 2B-2	NEC of Watkins Road & Pleasant Field Drive	38.064	5.0	101	0	89	0	190	August 1, 2025



Subject



Subject



Subject



Future Amenity Center Site



Pond Amenity



Northeast corner of Elevon Parkway and Dewy Lake Place

Improvement Area #2 (IA #2)





Subject



Elevon Parkway



Dewy Lake Place



Elevon Parkway



Subject



Subject

Improvement Area #2 (IA #2)





Amenity



Pond Amenity



Elevon Parkway



Elevon Parkway



Amenity

Improvement Area #2 (IA #2)



Aerial Photograph

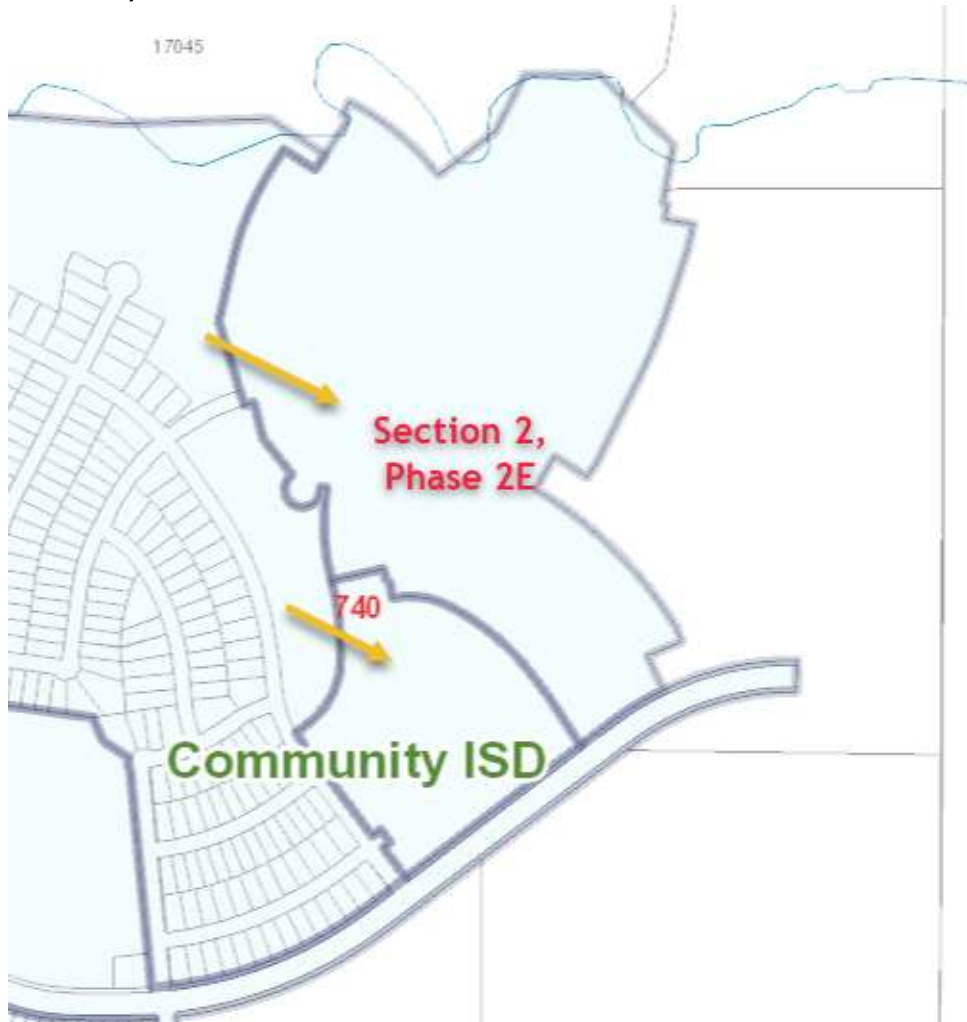


Improvement Area #2 (IA #2)



Tax Plat Maps

Section 2, Phase 2E



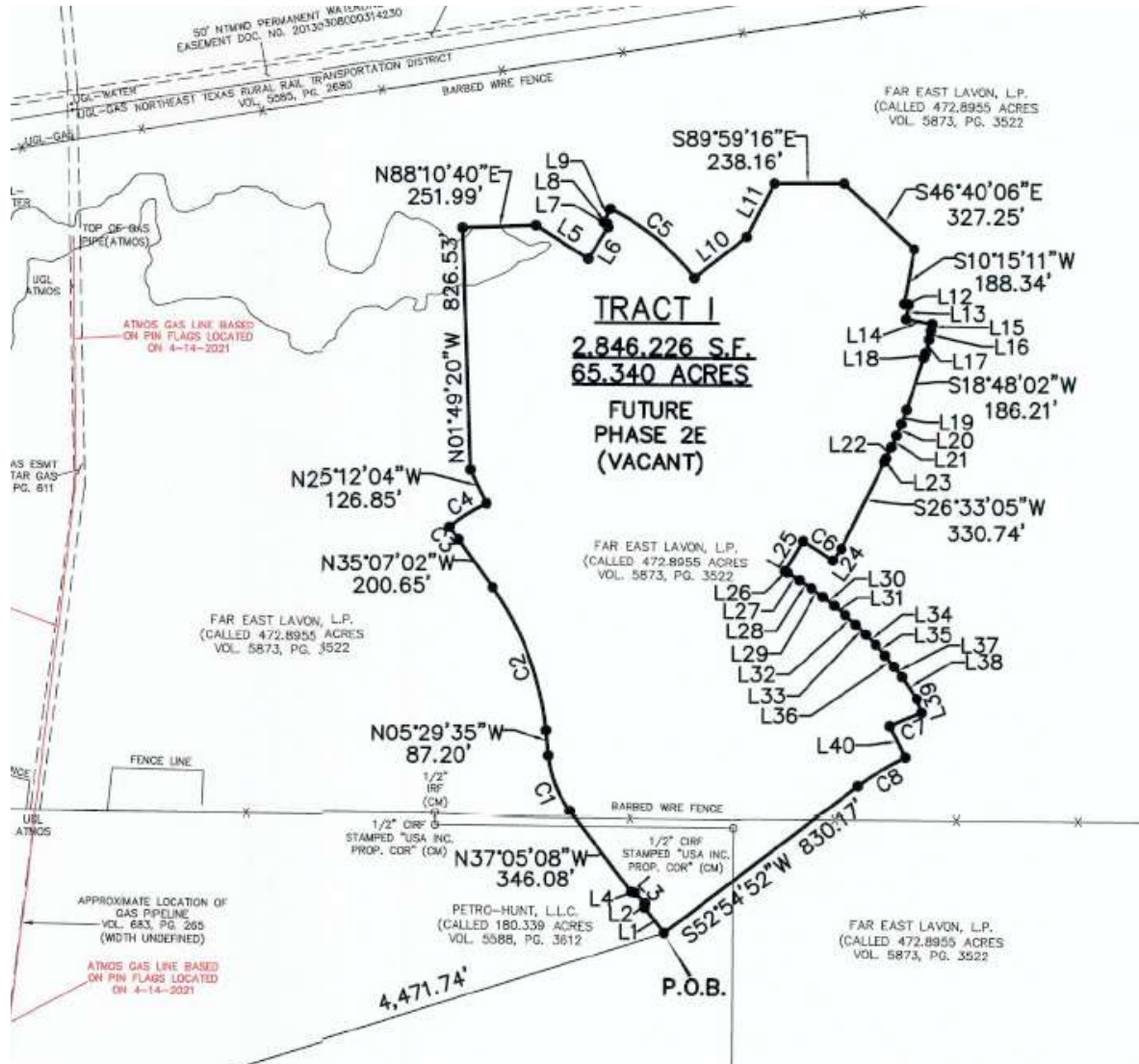
Phase 2B-2



Improvement Area #2 (IA #2)



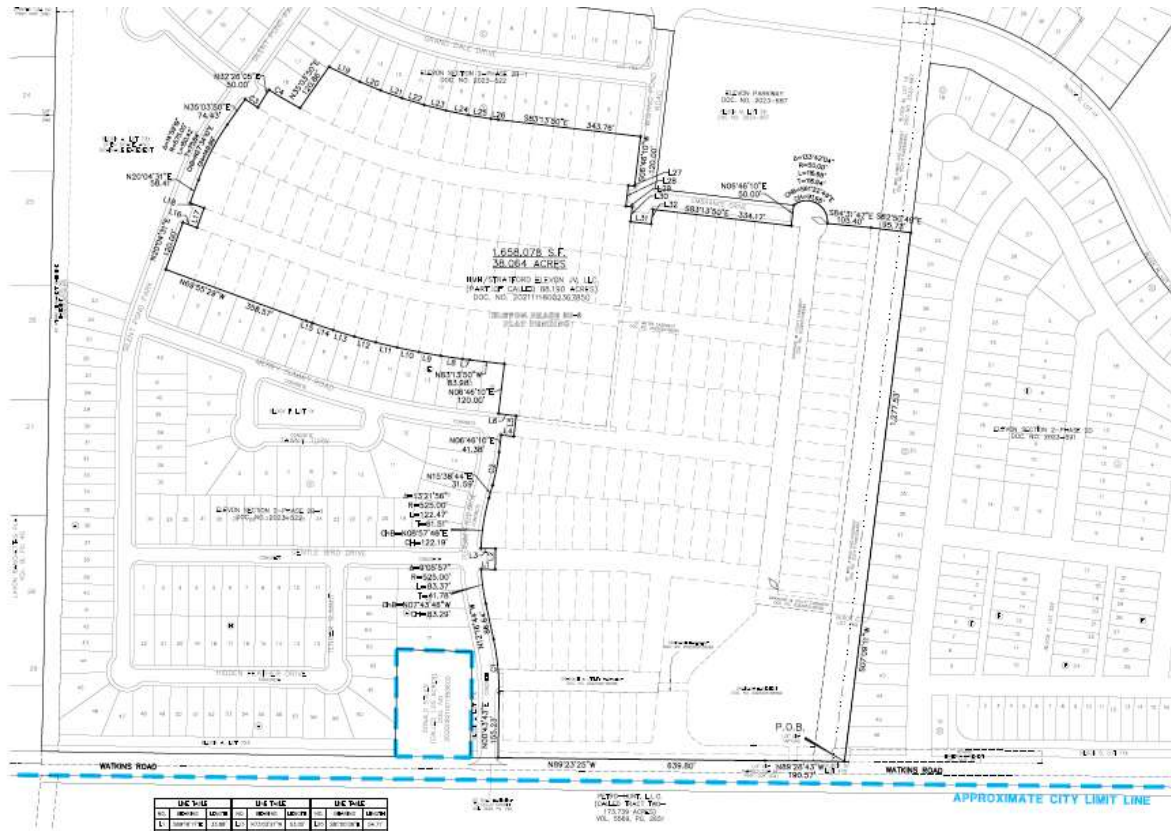
Section 2, Phase 2E Land – 65.340 Acres



Improvement Area #2 (IA #2)



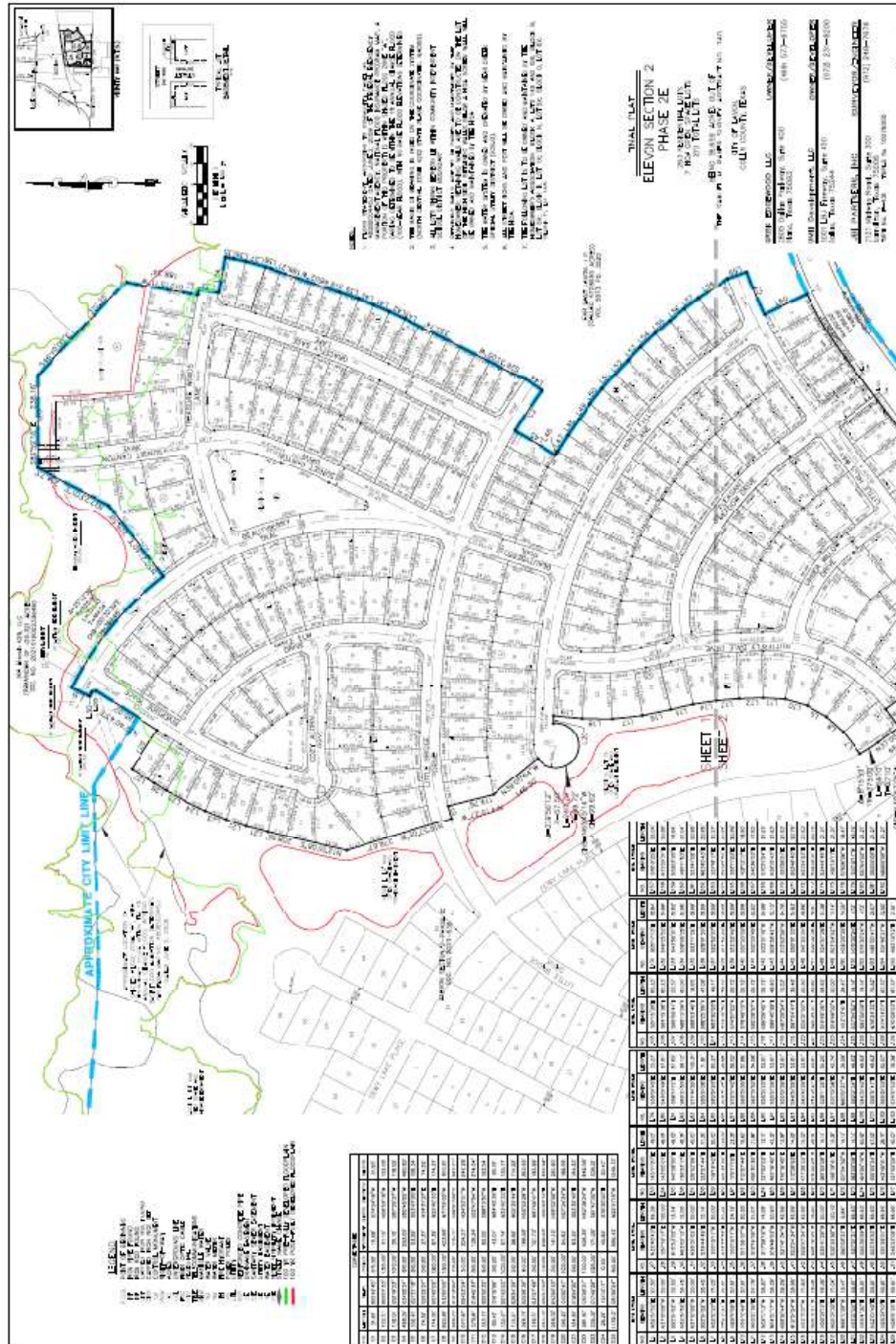
Phase 2B-2 Land – 38.064 Acres



Improvement Area #2 (IA #2)



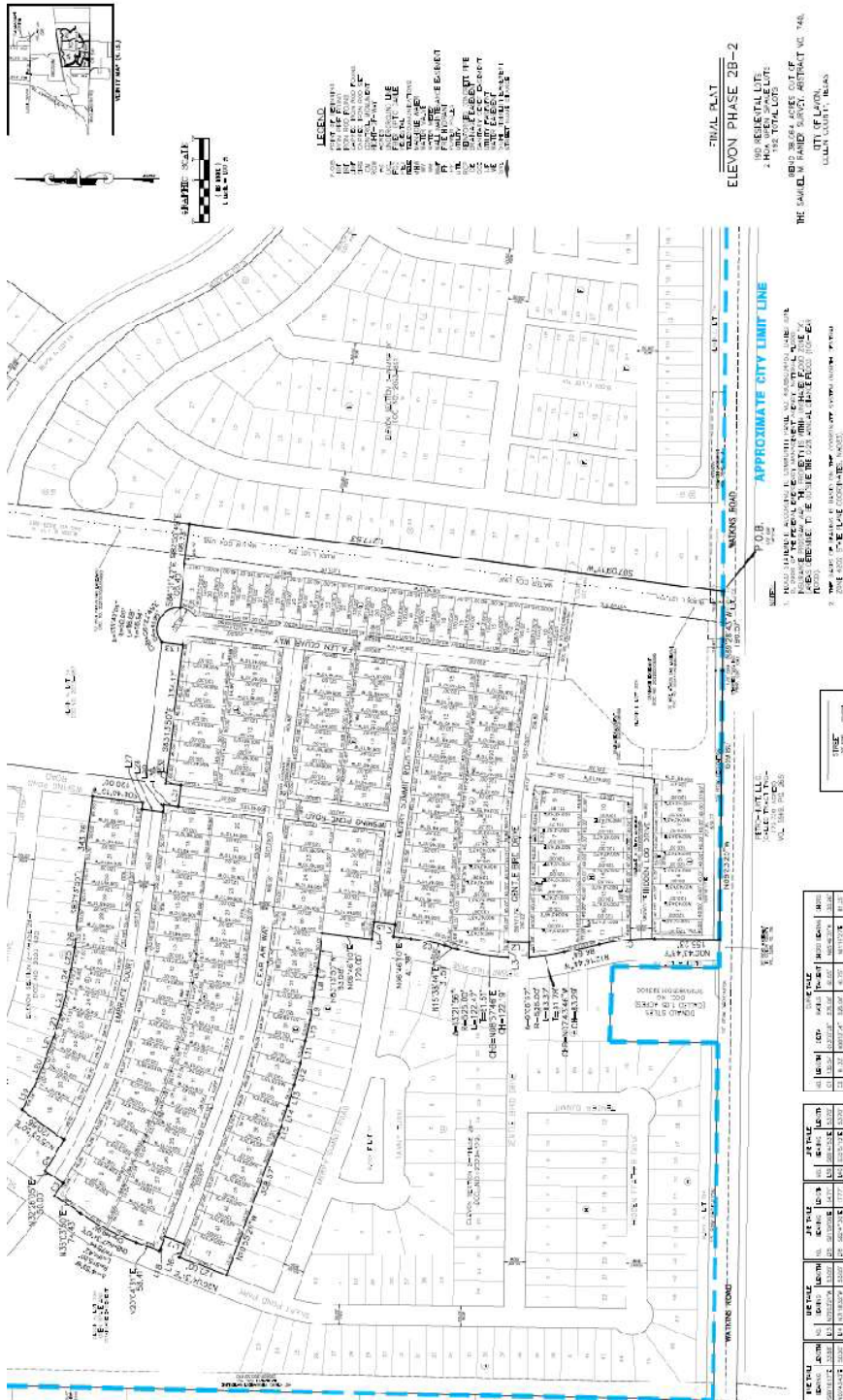
Final Plat – Elevon Section 2, Phase 2E



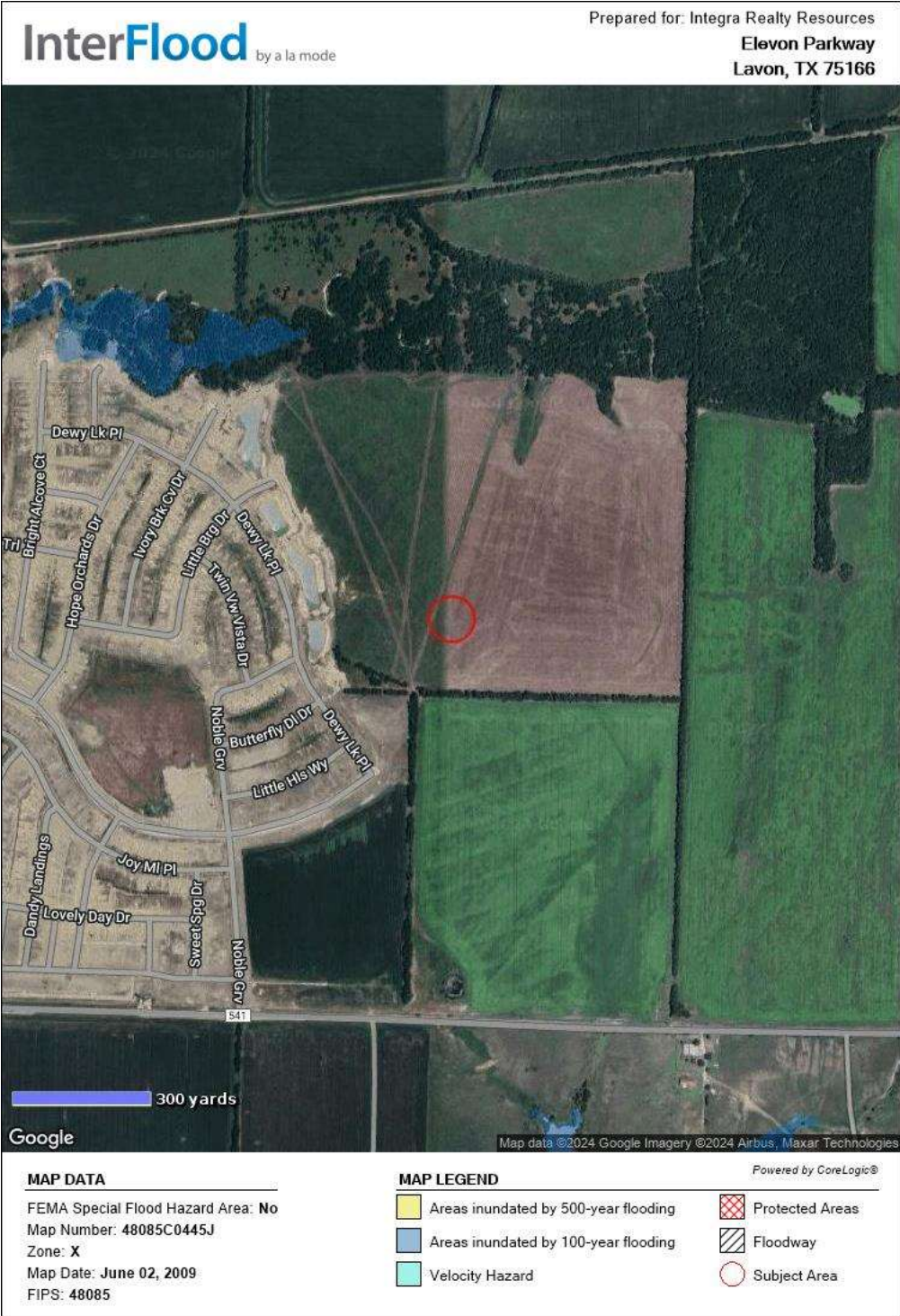
Improvement Area #2 (IA #2)





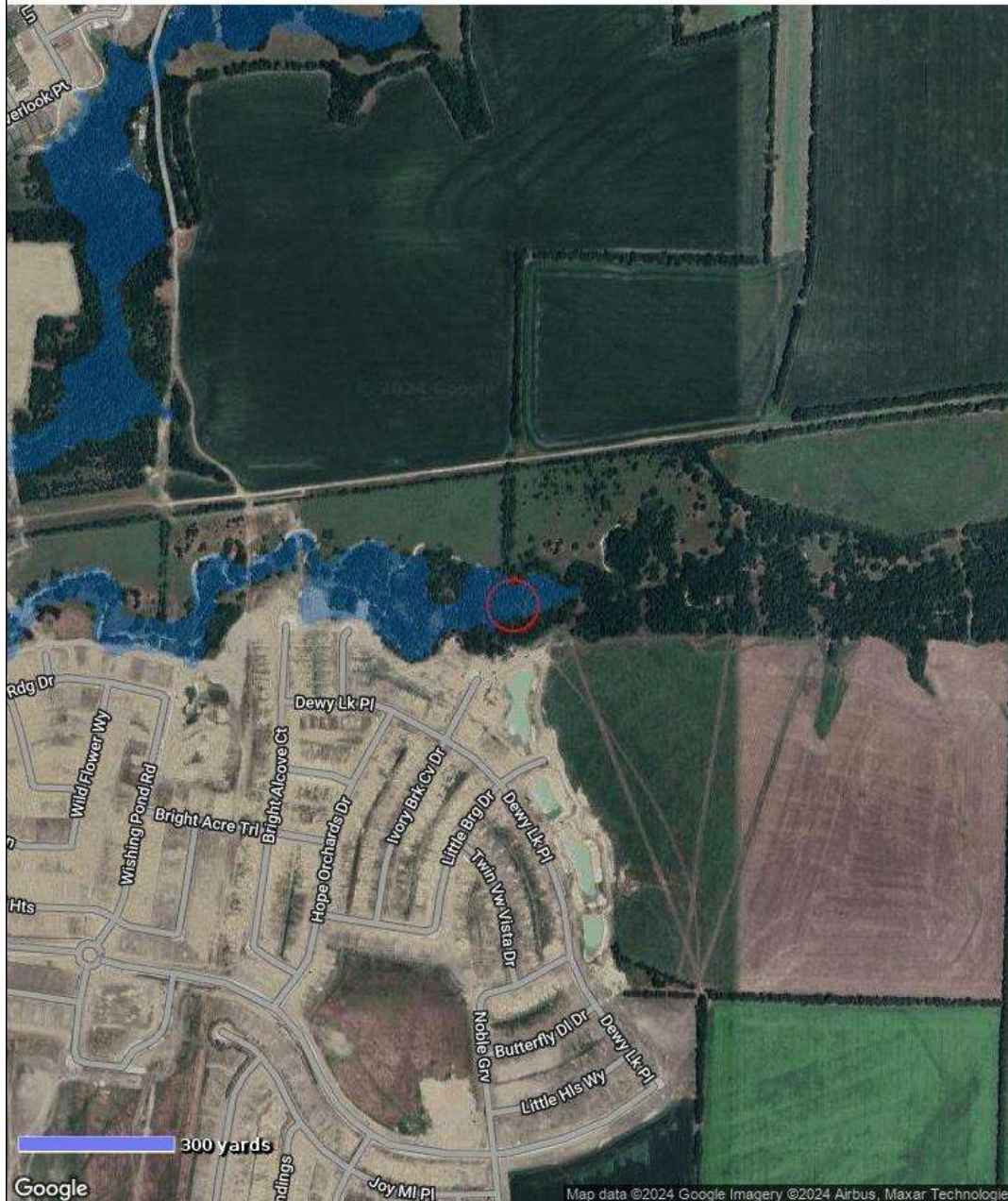


Flood Hazard Maps



Improvement Area #2 (IA #2)





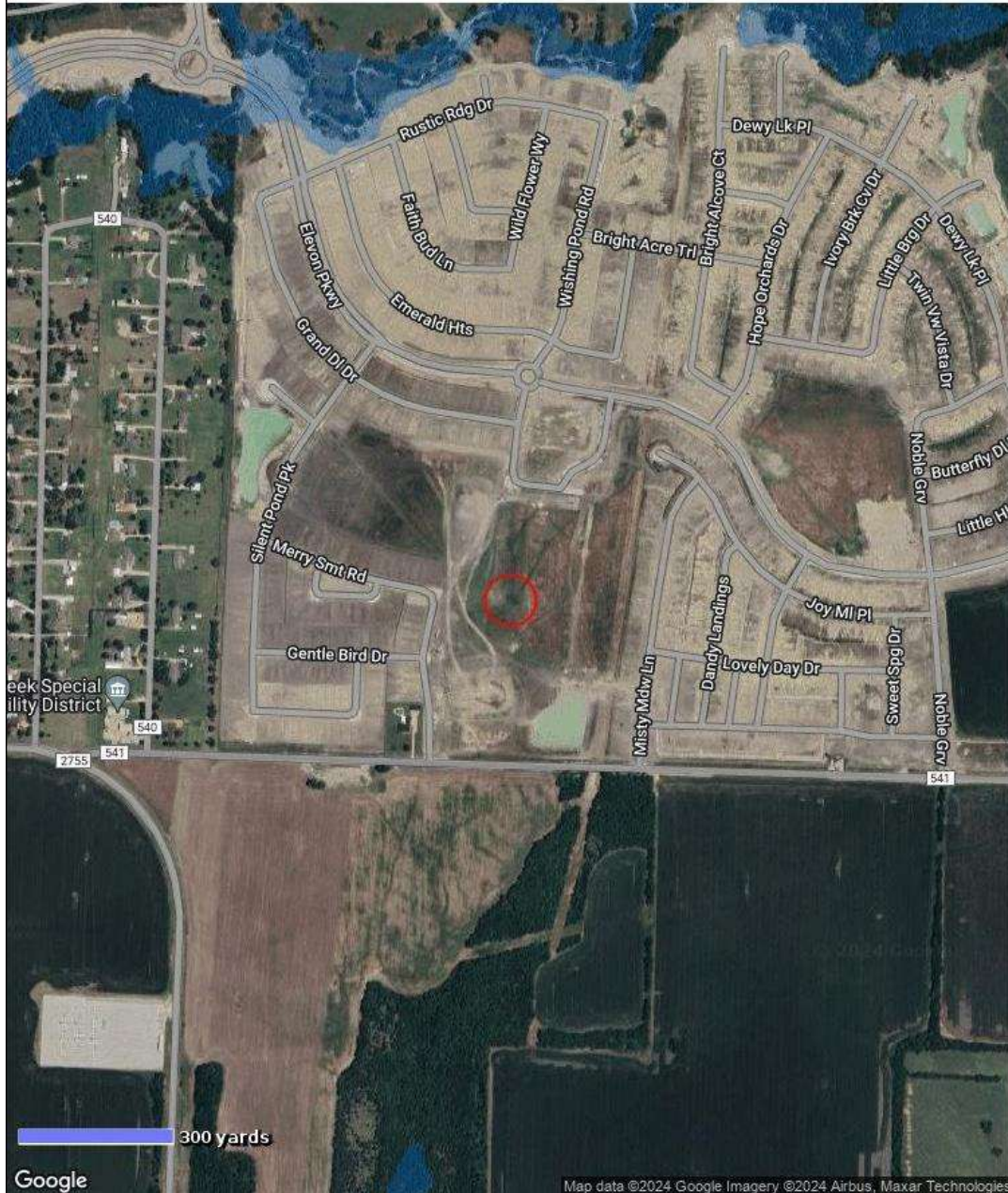
MAP DATA

FEMA Special Flood Hazard Area: Yes
 Map Number: 48085C0445J
 Zone: A
 Map Date: June 02, 2009
 FIPS: 48085

MAP LEGEND

- | | |
|--------------------------------------|-----------------|
| Areas inundated by 500-year flooding | Protected Areas |
| Areas inundated by 100-year flooding | Floodway |
| Velocity Hazard | Subject Area |

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MAP DATA

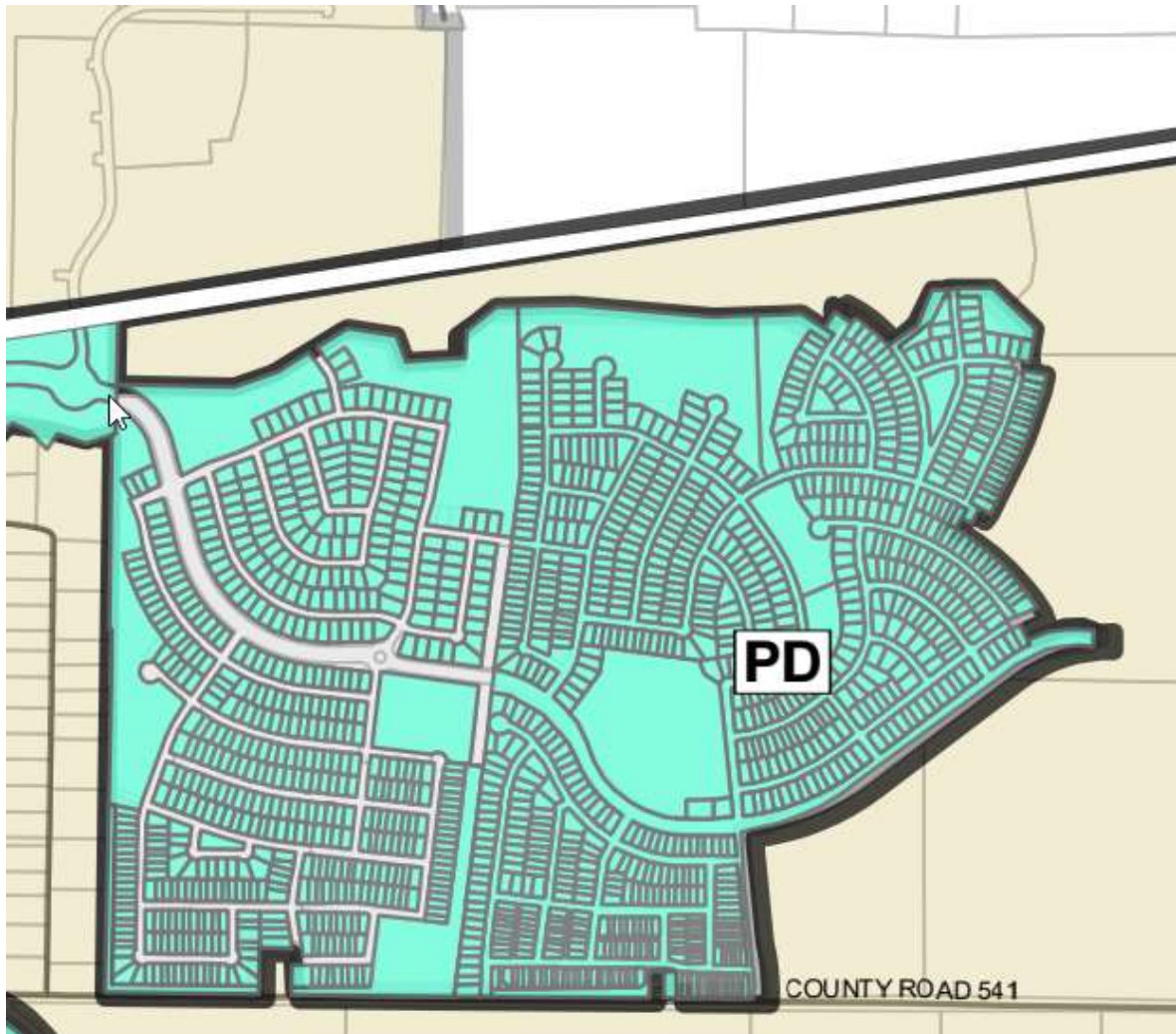
FEMA Special Flood Hazard Area: **No**
 Map Number: **48085C0445J**
 Zone: **X**
 Map Date: **June 02, 2009**
 FIPS: **48085**

MAP LEGEND

- | | |
|--------------------------------------|-----------------|
| Areas inundated by 500-year flooding | Protected Areas |
| Areas inundated by 100-year flooding | Floodway |
| Velocity Hazard | Subject Area |

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Zoning Map



Improvement Area #2 (IA #2)



Allocation of Authorized Improvements

A. Improvement Area #2A Improvements

- *Streets*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #2A.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide water service to all Lots within Improvement Area #2A.

- *Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #2A.

- *Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #2A.

- *ROW Areas*

Includes road right of way.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #2A Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

B. Improvement Area #2B Improvements

- *Streets*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #2B.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide water service to all Lots within Improvement Area #2B.

- *Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #2B.

- *Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #2B.

- *ROW Areas*

Includes road right of way.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #2B Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

Sources and Uses of Funds

	Private/Oversizing	Zone 1 Remainder Area	Improvement Area #1	Improvement Area #2A	Improvement Area #2B	Total
Sources of Funds						
Zone 1 Remainder Area Bond Par ^[a]	\$ -	\$ 8,046,000	\$ -	\$ -	\$ -	\$ 8,046,000
Improvement Area #1 Initial Bond Par ^[b]	-	-	31,229,000	-	-	31,229,000
Improvement Area #1 Initial Bond Original Issue Discount	-	-	(289,415)	-	-	(289,415)
Improvement Area #1 Reimbursement Obligation ^[c]	-	-	2,656,000	-	-	2,656,000
Improvement Area #1 Additional Bonds	-	-	7,448,000	-	-	7,448,000
Improvement Area #2 Bonds	-	-	-	7,514,000	4,807,000	12,321,000
Owner or Homebuilder Participation - Oversizing ^[d]	230,543	-	-	-	-	230,543
Owner or Homebuilder Participation - Private Improvements ^[d]	6,265,387	-	-	-	-	6,265,387
Owner or Homebuilder Participation - Non-Assessed Property ^[d]	1,026,291	-	-	-	-	1,026,291
Owner or Homebuilder Participation ^[e]	-	4,161,343	21,519,985	3,934,469	1,595,388	31,211,186
Total Sources	\$ 7,522,222	\$ 12,207,343	\$ 62,563,570	\$ 11,448,469	\$ 6,402,388	\$ 100,143,993
Uses of Funds						
Zone 1 Improvements	\$ 662,177	\$ 5,330,745	\$ 11,243,293	\$ -	\$ -	\$ 17,236,215
Improvement Area #1 Improvements	43,057	-	34,544,600	-	-	34,587,657
Offsite Improvements	551,600	5,052,267	10,655,945	-	-	16,259,812
Improvement Area #2A Improvements	-	-	-	10,032,469	-	10,032,469
Improvement Area #2B Improvements	-	-	-	-	5,495,388	5,495,388
Private Improvements	6,265,387	-	-	-	-	6,265,387
	\$ 7,522,222	\$ 10,383,011	\$ 56,443,838	\$ 10,032,469	\$ 5,495,388	\$ 89,876,928
Bond Issuance Costs - 2022 Bonds						
Debt Service Reserve Fund	\$ -	\$ 509,960	\$ 1,902,364	\$ -	\$ -	\$ 2,412,324
Capitalized Interest	-	555,613	728,839	-	-	1,284,452
Underwriter's Discount	-	241,380	936,870	-	-	1,178,250
Costs of Issuance	-	487,379	1,363,660	-	-	1,851,039
	\$ -	\$ 1,794,332	\$ 4,931,732	\$ -	\$ -	\$ 6,726,064
Other Costs - 2022 Bonds						
Deposit to Administrative Fund	\$ -	\$ 30,000	\$ 45,000	\$ -	\$ -	\$ 75,000
	\$ -	\$ 30,000	\$ 45,000	\$ -	\$ -	\$ 75,000
Bond Issuance Costs - 2024 Bonds						
Debt Service Reserve Fund	\$ -	\$ -	\$ 557,303	\$ 674,736	\$ 431,697	\$ 1,663,735
Underwriter's Discount	-	-	223,440	225,420	144,210	593,070
Costs of Issuance	-	-	361,458	488,410	312,455	1,162,323
	\$ -	\$ -	\$ 1,142,201	\$ 1,388,566	\$ 888,362	\$ 3,419,128
Other Costs - 2024 Bonds^[f]						
Deposit to Administrative Fund	\$ -	\$ -	\$ -	\$ 27,184	\$ 17,816	\$ 45,000
	\$ -	\$ -	\$ -	\$ 27,184	\$ 17,816	\$ 45,000
Rounding Amount	\$ -	\$ -	\$ 800	\$ 251	\$ 822	\$ 1,872
Total Uses	\$ 7,522,222	\$ 12,207,343	\$ 62,563,570	\$ 11,448,469	\$ 6,402,388	\$ 100,143,993

Footnotes:

[a] Current outstanding Zone 1 Remainder Area Bonds is \$7,902,000 due to debt service payments reducing balance by \$144,000.

[b] Current outstanding Zone 1 Improvement Area #1 Initial Bonds is \$30,206,000 due to debt service payments reducing balance by \$1,023,000.

[c] See Exhibit D-2 for reductions to the Improvement Area #1 Reimbursement Obligation.

[d] Not reimbursable to the Owner through Assessments.

[e] Not reimbursable to Owner through Assessments. To be financed through TIRZ No. 2.

[f] Includes \$5,000 penalty due to late submission of assessment roll to county.

Real Estate Taxes

Real estate tax assessments are administered by the Collin Central Appraisal District and are estimated by jurisdiction on a county basis for the subject. Real estate taxes in this state and this jurisdiction represent ad valorem taxes, meaning a tax applied in proportion to value. The tax rates are certified in October. Real estate taxes and assessments for the current tax year are shown in the following table.

Taxes and Assessments - 2024 Preliminary								
Tax ID	Total Acres	Assessed Value			Taxes and Assessments			
		Land	Improvements	Total	Tax Rate	Ad Valorem Taxes	Agriculture Assessment	Total
2850234	45.4880	\$1,819,520	\$0	\$1,819,520	1.908063%	\$34,718	\$0	\$0
2850237	11.1687	\$413,242	\$0	\$413,242	1.908063%	\$7,885	\$0	\$0
2850231	38.0640	\$1,465,464	\$0	\$1,465,464	1.908063%	\$27,962	\$0	\$0
Totals	94.7207	\$3,698,226	\$0	\$3,698,226		\$70,564	\$0	\$0

The subject is currently assessed as vacant land as a total of 94.7207 acres.

The assessed value as vacant land is irrelevant. The estimated taxes for the subject's developed lots will be based upon our market value opinions within the discounted cash flow statements within this report.

Texas is a non-disclosure State with a mandate to assess property at 100% of market value. Some Texas County Assessors are more successful at achieving the mandate than others. In Texas Counties with little or no transaction activity, values can lag the market. However, there is no limit on increases in the event of a re-assessment.

Property owners in Texas may protest ad valorem assessments using the one of two tests, 1) Market Value or 2) "Equal Appraisal". Market Value is self-explanatory. "Equal Appraisal" means there is a burden on the District's Assessor to ensure mass appraisal methods produce consistent results from property to property. To measure equality, the Appraisal Review Board will consider the assessed values of competing properties in the District. The process involves generation of "ratio study" in which, after appropriate adjustments, the "median value" is the conclusion of "Equal Appraisal".

Highest and Best Use

The highest and best use of a property is the reasonably probable use resulting in the highest value, and represents the use of an asset that maximizes its productivity.

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as though vacant, and as improved or proposed. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

As Though Vacant

First, the property is evaluated as though vacant, with no improvements.

Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses.

Legally Permissible

The site (Eleven PID, IA #2) is zoned PD, Planned Development. Permitted uses include single-family residential use according to the approved concept plan for the Eleven development relative to IA #2. There are no apparent legal restrictions, such as easements or deed restrictions, effectively limiting the use of the property. Given prevailing land use patterns in the area, only single-family residential use is given further consideration in determining highest and best use of the site.

Financially Feasible

Based on the accompanying analysis of the market, there is currently adequate demand for single-family residential use in the subject's area. It appears a newly developed single-family residential use on the site would have a value commensurate with its cost. Therefore, single-family residential use is considered to be financially feasible.

Maximally Productive

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than single-family residential use. Accordingly, single-family residential use, developed to the normal market density level permitted by zoning, is the maximally productive use of the property.

Conclusion

Development of the site for single-family residential use is the only use which meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property.

Most Probable Buyer

Taking into account the characteristics of the site, as well as area development trends, the probable buyer is a homebuilder.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach - (Subdivision Development Analysis)	Applicable	Utilized

Sales Comparison Approach

To develop an opinion of the subject's lot values within the Elevon PID, IA #2, as if vacant and available to be developed to its highest and best use, we utilize the sales comparison approach. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties.

As discussed previously, the property is divided for valuation purposes relative to the four lot types being 40-feet, 45-feet, 50-feet, and 60-feet in lot width.

The Sales Comparison Approach will be utilized to determine lot values for the individual lot types which are summarized as follows:

Land Parcels					
Name	Typical Lot Dimension	SF	Acres	Units	Unit of Comparison
40' Frontage Lots	40' x 120'	4,800	0.110	40	Front Footages
45' Frontage Lots	45' x 120'	5,400	0.124	45	Front Footages
50' Frontage Lots	50' x 120'	6,000	0.138	50	Front Footages
60' Frontage Lots	60' x 120'	7,200	0.165	60	Front Footages

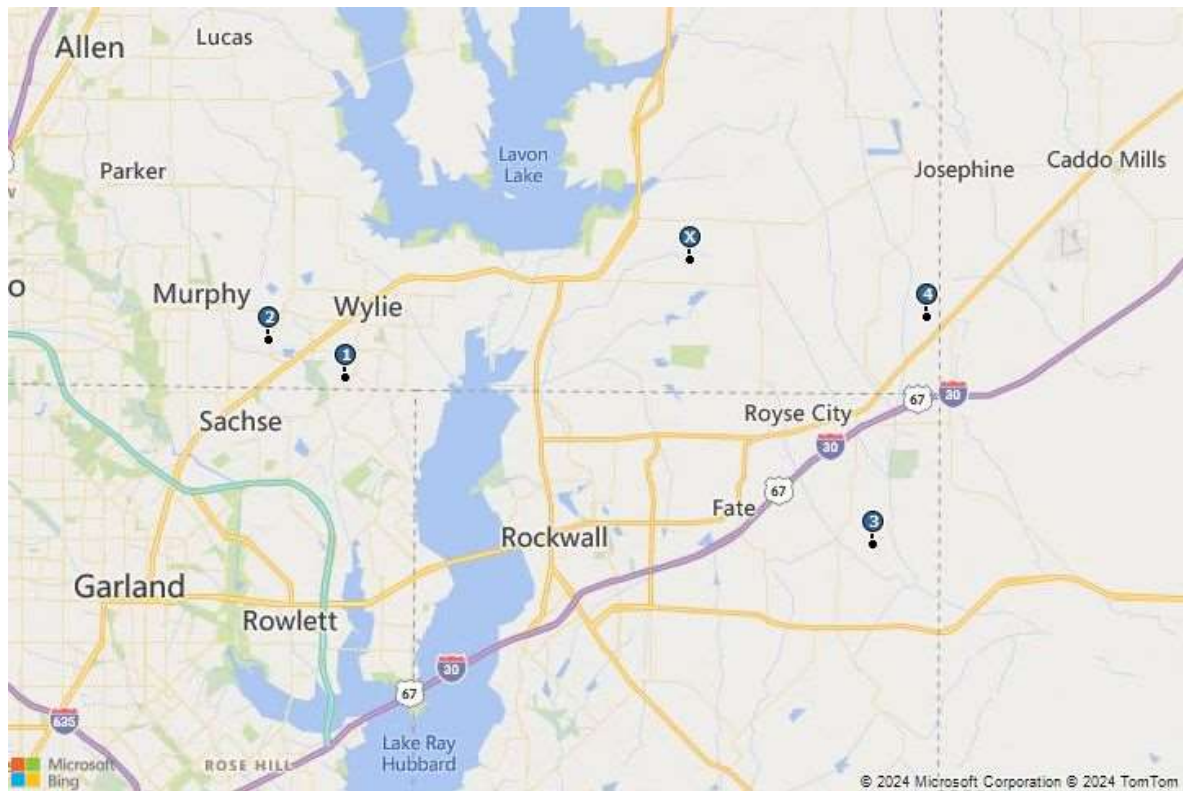
40' Frontage Lots (40' x 120'; 4,800 SF)

To apply the sales comparison approach to the 40' Frontage Lots, the research focused on transactions within the following parameters:

- Location: General Market Area
- Size: 40' Frontage Lots
- Use: Residential
- Transaction Date: June 2023 or Contracted

For this analysis, price per front footage is used as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table:

Summary of Comparable Land Sales - 40' Frontage Lots								
No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Front Footage	Zoning	\$/Front Footage	\$/SF Land
1	Wyndham Ridge - 40' Lots West side of Sachse Road, east of Highland Road Wylie Collin County TX Comments: These lots are located in the Wylie ISD.	Oct-23 Closed	\$80,000	4,600 0.11	40	PD	\$2,000	\$17.39
2	Manors at Woodbridge - 40' Lots West side of Woodbridge Parkway, south of Hensley Lane Wylie Collin County TX Comments: This development was platted and developed with 90 lots on 11.835 acres. Lots in this development are located in the Wylie ISD.	Jul-23 Closed	\$77,500	4,400 0.10	40	PD	\$1,938	\$17.61
3	Waterscape PID, IA #4 (Phase 3B) - 40' Lots Southwest side of Crenshaw Road, southeast of FM- 548 Royse City Rockwall County TX Comments: Lots in Phase 3B are nearing completion and are located within the Waterscape PID, IA #4. All lots are within the Royse City ISD.	Jun-24 In-Contract	\$66,000	4,800 0.11	40	PD	\$1,650	\$13.75
4	Creekside PID, IA #2 (Phase 2B) - 40' Lots Northwest of SH-66 at River Bend Road Royse City Collin County TX Comments: Lots in Phase 2B are located within the Creekside PID, IA #2 and are nearing completion. All lots are within the Royse City ISD.	Jun-24 In-Contract	\$70,000	4,400 0.10	40	PD	\$1,750	\$15.91
Subject				4,800	40	PD		
Eleven PID, IA #2				0.11				
Lavon, TX								

Comparable Land Sales Map – 40' Frontage Lots



Sale 1
Wyndham Ridge - 40' Lots



Sale 2
Manors at Woodbridge - 40' Lots



Sale 3
Waterscape PID, IA #4 (Phase 3B) - 40' Lots



Sale 4
Creekside PID, IA #2 (Phase 2B) - 40' Lots

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales analysis.

While percentage adjustments are presented in the adjustment grid, they are based on qualitative judgment rather than empirical research, as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate an opinion of typical market activity and perception. With the exception of market conditions, the adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Transactional adjustments are applied for property rights conveyed, financing, conditions of sale, expenditures made immediately after purchase, and market conditions. In addition, property adjustments include – but are not limited to – location, access/exposure, size, quality, effective age, economic and legal characteristics, and non-realty components of value. Adjustments are considered for the following factors, in the sequence shown below.

Transactional Adjustments***Real Property Rights Conveyed***

The opinion of value in this report is based on a fee simple estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat, as well as non-detrimental easements, community facility districts, and conditions, covenants and restrictions (CC&Rs). All the comparables represent fee simple estate transactions. Therefore, adjustments for property rights are not necessary.

Financing Terms

In analyzing the comparables, it is necessary to adjust for financing terms that differ from market terms. Typically, if the buyer retained third-party financing (other than the seller) for the purpose of purchasing the property, a cash price is presumed and no adjustment is required. However, in instances where the seller provides financing as a debt instrument, a premium may have been paid by the buyer for below-market financing terms, or a discount may have been demanded by the buyer if the financing terms were above market. The premium or discounted price must then be adjusted to a cash equivalent basis. The comparable sales represented cash-to-seller transactions and, therefore, do not require adjustment.

Conditions of Sale

Adverse conditions of sale can account for a significant discrepancy from the sale price actually paid, compared to that of the market. This discrepancy in price is generally attributed to the motivations of the buyer and the seller. Certain conditions of sale are considered non-market and may include the following:

- a seller acting under duress (e.g., eminent domain, foreclosure);
- buyer motivation (e.g., premium paid for assemblage, certain 1031 exchanges);
- a lack of exposure to the open market;
- an unusual tax consideration;
- a sale at legal auction.

None of the comparable sales had atypical or unusual conditions of sale. Thus, adjustments are not necessary.

Expenditures Made Immediately After Purchase

This category considers expenditures incurred immediately after the purchase of a property. There were no issues of deferred maintenance reported for any of the properties. No adjustments are required for expenditures after sale.

Market Conditions

A market conditions adjustment is applied when market conditions at the time of sale differ from market conditions as of the effective date of value. Adjustments can be positive when prices are rising, or negative when markets are challenged by factors such as a deterioration of the economy or adverse changes in supply and/or demand in the market area. Consideration must also be given to when the property was placed under contract, versus when the sale actually closed.

In evaluating market conditions, changes between the comparable sale date and the effective date of this appraisal may warrant adjustment; however, if market conditions have not changed, then no adjustment is required.

In addition to transaction data, which is slowly materializing, we have interviewed market participants (developers, investors, lenders, brokers) as a leading indicator of where the market is currently, and where they believe the market is heading. These survey results have been analyzed and incorporated into our analysis and conclusions.

It is noted that most all lot contracts still contain interest carry clauses providing for increased sale prices through the take down period. The most current take down contracts found in the market area still include from 6-7% interest carry with some contracts reportedly renegotiated to include up to 8.5% carry in exchange for extended absorption periods. As such, we have included a market conditions adjustment of 7% through the date of valuation. The sales took place from July 2023 to October 2023 with two sales scheduled to close by June 2024. Thus, the adjustment grid accounts for this trend with upward adjustments through the date of valuation.

Property Adjustments***Location***

Factors considered in evaluating location include, but are not limited to, demographics, growth rates, surrounding uses and property values.

Sales 1 and 2 are adjusted downward for superior location. Sales 3 and 4 are adjusted upward for inferior location.

Access/Exposure

Convenience to transportation facilities, ease of site access, and overall visibility of a property can have a direct impact on property value. High visibility, however, may not translate into higher value if it is not accompanied by good access. In general, high visibility and convenient access, including proximity to major linkages, are considered positive amenities when compared to properties with inferior attributes.

All of the comparables are similar to the subject. No adjustments are necessary.

Size

Due to economies of scale, the market exhibits an inverse relationship between land area and price per square foot, such that larger sites generally sell for a lower price per square foot than smaller lots, all else being equal. To account for this relationship, applicable adjustments are applied for differences in land area. The comparables that are larger than the subject are adjusted upward, and vice versa.

All of the comparables are similar to the subject. No adjustments are necessary.

Shape and Topography

This category accounts for the shape of the site influencing its overall utility and/or development potential, as well as the grade of the land.

All of the comparables are similar to the subject. No adjustments are necessary.

Zoning

This element of comparison accounts for government regulations that can affect the types and intensities of uses allowable on a site. Moreover, this category includes considerations such as allowable density or floor area ratio, structure height, setbacks, parking requirements, landscaping, and other development standards. The subject has a zoning designation of PD - Planned Development.

All of the comparables are similar to the subject. No adjustments are necessary.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid - 40' Frontage Lots

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Name	Elevon PID, IA #2	Wyndham Ridge - 40' Lots	Manors at Woodbridge - 40' Lots	Waterscape PID, IA #4 (Phase 3B) - 40' Lots	Creekside PID, IA #2 (Phase 2B) - 40' Lots
Address	Northeast corner of Elevon Parkway and Dewy Lake Place and northeast corner of Watkins Road and Pleasant Field Drive	West side of Sachse Road, east of Highland Road	West side of Woodbridge Parkway, south of Hensley Lane	Southwest side of Crenshaw Road, southeast of FM-548	Northwest of SH-66 at River Bend Road
City	Lavon	Wylie	Wylie	Royse City	Royse City
County	Collin	Collin	Collin	Rockwall	Collin
State	Texas	TX	TX	TX	TX
Sale Date		Oct-23	Jul-23	Jun-24	Jun-24
Sale Status		Closed	Closed	In-Contract	In-Contract
Sale Price		\$80,000	\$77,500	\$66,000	\$70,000
Effective Sale Price		\$80,000	\$77,500	\$66,000	\$70,000
Square Feet	4,800	4,600	4,400	4,800	4,400
Number of Front Footages	40	40	40	40	40
Price per Front Footage		\$2,000	\$1,938	\$1,650	\$1,750
Transactional Adjustments					
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		—	—	—	—
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		—	—	—	—
Conditions of Sale		—	—	—	—
% Adjustment		—	—	—	—
Expenditures Made Immediately After Purchase		—	—	—	—
\$ Adjustment		—	—	—	—
Market Conditions		8/1/2024	Oct-23	Jul-23	Jun-24
Annual % Adjustment		7%	6%	7%	1%
Cumulative Adjusted Price		\$2,120	\$2,073	\$1,667	\$1,768
Property Adjustments					
Location		-10%	-10%	10%	10%
Access/Exposure		—	—	—	—
Size		—	—	—	—
Shape and Topography		—	—	—	—
Zoning		—	—	—	—
Net Property Adjustments (\$)		-\$212	-\$207	\$167	\$177
Net Property Adjustments (%)		-10%	-10%	10%	10%
Final Adjusted Price		\$1,908	\$1,866	\$1,833	\$1,944
Range of Adjusted Prices		\$1,833 - \$1,944			
Average		\$1,888			
Indicated Value		\$1,900			

Land Value Conclusion – 40' Frontage Lots

Prior to adjustments, the sales reflect a range of \$1,650 - \$2,000 per front footage. After adjustment, the range is narrowed to \$1,833 - \$1,944 per front footage, with an average of \$1,888 per front footage. To arrive at an indication of value, equal weight is given to all of the sales.

Based upon the preceding analysis, the 40' frontage lot value conclusion for the subject's lots within Section 2, Phase 2E as of August 1, 2024, is presented as follows. In addition, utilizing an annual appreciation rate of 7%, the 40' frontage lot value conclusion for the subject's lots within Phase 2B-2 as of August 1, 2025, is also presented as follows.

Land Value Conclusion		
Valuation Date	August 1, 2024	August 1, 2025
Indicated Value per Front Footage	\$1,900	\$2,033
Subject Front Footages	40	40
Indicated Value	\$76,000	\$81,320
Rounded	\$76,000	\$81,320

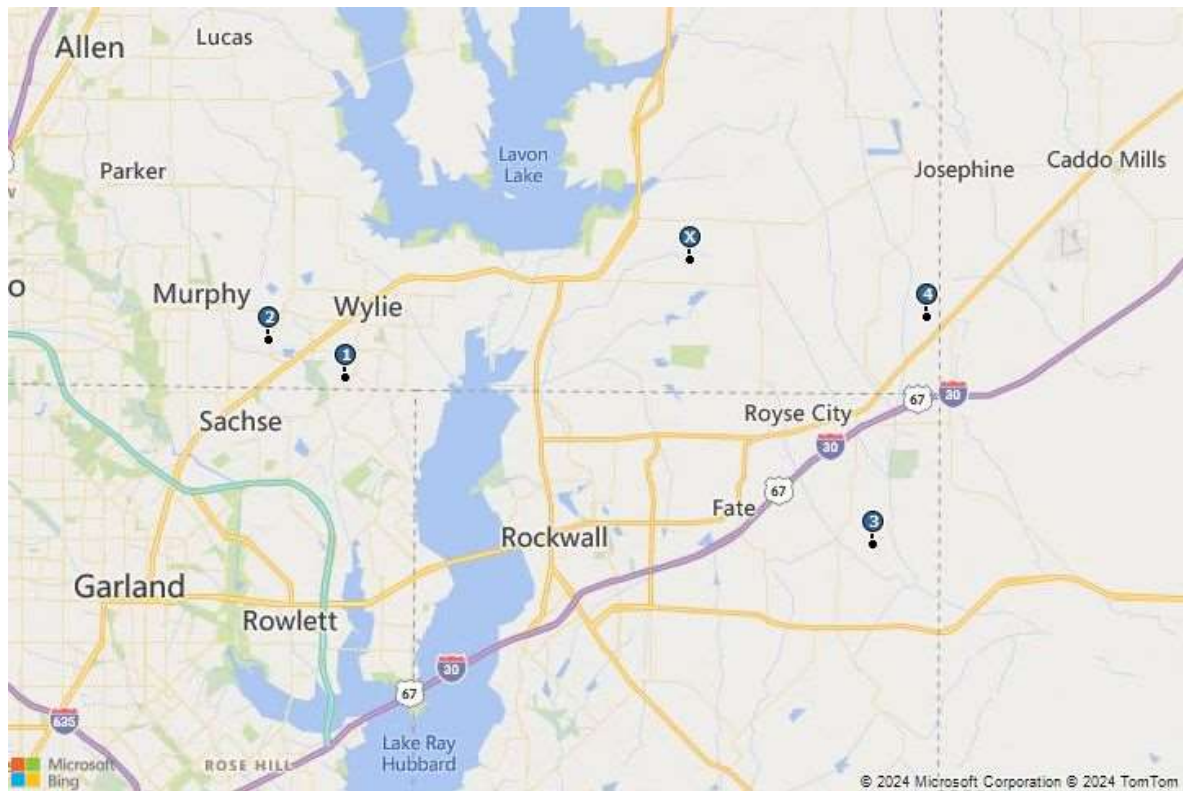
45' Frontage Lots (45' x 120'; 5,400 SF)

To apply the sales comparison approach to the 45' Frontage Lots, the research focused on transactions within the following parameters:

- Location: General Market Area
- Size: 40' – 45' Frontage Lots
- Use: Residential
- Transaction Date: June 2023 or Contracted

For this analysis, price per front footage is used as the appropriate unit of comparison. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales - 45' Frontage Lots								
No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Front Footage	Zoning	\$/Front Footage	\$/SF Land
1	Wyndham Ridge - 40' Lots West side of Sachse Road, east of Highland Road Wylie Collin County TX <i>Comments: These lots are located in the Wylie ISD.</i>	Oct-23 Closed	\$80,000	4,600 0.11	40	PD	\$2,000	\$17.39
2	Manors at Woodbridge - 40' Lots West side of Woodbridge Parkway, south of Hensley Lane Wylie Collin County TX <i>Comments: This development was platted and developed with 90 lots on 11.835 acres. Lots in this development are located in the Wylie ISD.</i>	Jul-23 Closed	\$77,500	4,400 0.10	40	PD	\$1,938	\$17.61
3	Waterscape PID, IA #4 (Phase 3B) - 40' Lots Southwest side of Crenshaw Road, southeast of FM-548 Royse City Rockwall County TX <i>Comments: Lots in Phase 3B are nearing completion and are located within the Waterscape PID, IA #4. All lots are within the Royse City ISD.</i>	Jun-24 In-Contract	\$66,000	4,800 0.11	40	PD	\$1,650	\$13.75
4	Creekside PID, IA #2 (Phase 2B) - 40' Lots Northwest of SH-66 at River Bend Road Royse City Collin County TX <i>Comments: Lots in Phase 2B are located within the Creekside PID, IA #2 and are nearing completion. All lots are within the Royse City ISD.</i>	Jun-24 In-Contract	\$70,000	4,400 0.10	40	PD	\$1,750	\$15.91
	Subject Eleven PID, IA #2 Lavon, TX			5,400 0.12	45	PD		

Comparable Land Sales Map – 45' Frontage Lots



Sale 1
Wyndham Ridge - 40' Lots



Sale 2
Manors at Woodbridge - 40' Lots



Sale 3
Waterscape PID, IA #4 (Phase 3B) - 40' Lots



Sale 4
Creekside PID, IA #2 (Phase 2B) - 40' Lots

Analysis and Adjustment of Sales

Adjustments are considered for the following factors in the sequence shown below.

Transactional Adjustments***Real Property Rights Conveyed***

All the comparables represent fee simple estate transactions. Therefore, adjustments for property rights are not necessary.

Financing Terms

The comparable sales represented cash-to-seller transactions and, therefore, do not require adjustment.

Conditions of Sale

None of the comparable sales had atypical or unusual conditions of sale. Thus, adjustments are not necessary.

Expenditures Made Immediately After Purchase

There were no issues of deferred maintenance reported for any of the properties. No adjustments are required for expenditures after sale.

Market Conditions

A market conditions adjustment is applied when market conditions at the time of sale differ from market conditions as of the effective date of value. Adjustments can be positive when prices are rising, or negative when markets are challenged by factors such as a deterioration of the economy or adverse changes in supply and/or demand in the market area. Consideration must also be given to when the property was placed under contract, versus when the sale actually closed.

In evaluating market conditions, changes between the comparable sale date and the effective date of this appraisal may warrant adjustment; however, if market conditions have not changed, then no adjustment is required.

In addition to transaction data, which is slowly materializing, we have interviewed market participants (developers, investors, lenders, brokers) as a leading indicator of where the market is currently, and where they believe the market is heading. These survey results have been analyzed and incorporated into our analysis and conclusions.

It is noted that most all lot contracts still contain interest carry clauses providing for increased sale prices through the take down period. The most current take down contracts found in the market area still include from 6-7% interest carry with some contracts reportedly renegotiated to include up to 8.5% carry in exchange for extended absorption periods. As such, we have included a market conditions adjustment of 7% through the date of valuation. The sales took place from July 2023 to October 2023 with two sales scheduled to close by June 2024. Thus, the adjustment grid accounts for this trend with upward adjustments through the date of valuation.

Property Adjustments***Location***

Factors considered in evaluating location include, but are not limited to, demographics, growth rates, surrounding uses and property values.

Sales 1 and 2 are adjusted downward for superior location. Sales 3 and 4 are adjusted upward for inferior location.

Access/Exposure

Convenience to transportation facilities, ease of site access, and overall visibility of a property can have a direct impact on property value. High visibility, however, may not translate into higher value if it is not accompanied by good access. In general, high visibility and convenient access, including proximity to major linkages, are considered positive amenities when compared to properties with inferior attributes.

All of the comparables are similar to the subject. No adjustments are necessary.

Size

Due to economies of scale, the market exhibits an inverse relationship between land area and price per square foot, such that larger sites generally sell for a lower price per square foot than smaller lots, all else being equal. To account for this relationship, applicable adjustments are applied for differences in land area. The comparables that are larger than the subject are adjusted upward, and vice versa.

All of the comparables are similar to the subject. No adjustments are necessary.

Shape and Topography

This category accounts for the shape of the site influencing its overall utility and/or development potential, as well as the grade of the land.

All of the comparables are similar to the subject. No adjustments are necessary.

Zoning

This element of comparison accounts for government regulations that can affect the types and intensities of uses allowable on a site. Moreover, this category includes considerations such as allowable density or floor area ratio, structure height, setbacks, parking requirements, landscaping, and other development standards. The subject has a zoning designation of PD - Planned Development.

All of the comparables are similar to the subject. No adjustments are necessary.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid - 45' Frontage Lots					
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Name	Eleven PID, IA #2	Wyndham Ridge - 40' Lots	Manors at Woodbridge - 40' Lots	Waterscape PID, IA #4 (Phase 3B) - 40' Lots	Creekside PID, IA #2 (Phase 2B) - 40' Lots
Address	Northeast corner of Eleven Parkway and Dewy Lake Place and northeast corner of Watkins Road and Pleasant Field Drive	West side of Sachse Road, east of Highland Road	West side of Woodbridge Parkway, south of Hensley Lane	Southwest side of Crenshaw Road, southeast of FM-548	Northwest of SH-66 at River Bend Road
City	Lavon	Wylie	Wylie	Royse City	Royse City
County	Collin	Collin	Collin	Rockwall	Collin
State	Texas	TX	TX	TX	TX
Sale Date		Oct-23	Jul-23	Jun-24	Jun-24
Sale Status		Closed	Closed	In-Contract	In-Contract
Sale Price		\$80,000	\$77,500	\$66,000	\$70,000
Effective Sale Price		\$80,000	\$77,500	\$66,000	\$70,000
Square Feet	5,400	4,600	4,400	4,800	4,400
Number of Front Footages	45	40	40	40	40
Price per Front Footage		\$2,000	\$1,938	\$1,650	\$1,750
Transactional Adjustments					
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		-	-	-	-
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		-	-	-	-
Conditions of Sale		-	-	-	-
% Adjustment		-	-	-	-
Expenditures Made Immediately After Purchase		-	-	-	-
\$ Adjustment		-	-	-	-
Market Conditions	8/1/2024	Oct-23	Jul-23	Jun-24	Jun-24
Annual % Adjustment	7%	6%	7%	1%	1%
Cumulative Adjusted Price		\$2,120	\$2,073	\$1,667	\$1,768
Property Adjustments					
Location		-10%	-10%	10%	10%
Access/Exposure		-	-	-	-
Size		-	-	-	-
Shape and Topography		-	-	-	-
Zoning		-	-	-	-
Net Property Adjustments (\$)		-\$212	-\$207	\$167	\$177
Net Property Adjustments (%)		-10%	-10%	10%	10%
Final Adjusted Price		\$1,908	\$1,866	\$1,833	\$1,944
Range of Adjusted Prices		\$1,833 - \$1,944			
Average		\$1,888			
Indicated Value		\$1,900			

Land Value Conclusion – 45' Frontage Lots

Prior to adjustments, the sales reflect a range of \$1,650 - \$2,000 per front footage. After adjustment, the range is narrowed to \$1,833 - \$1,944 per front footage, with an average of \$1,888 per front footage. To arrive at an indication of value, equal weight is given to all sales.

Based upon the preceding analysis, the land value conclusion is as follows:

Land Value Conclusion	
Indicated Value per Front Footage	\$1,900
Subject Front Footages	<u>45</u>
Indicated Value	\$85,500
Rounded	\$85,500

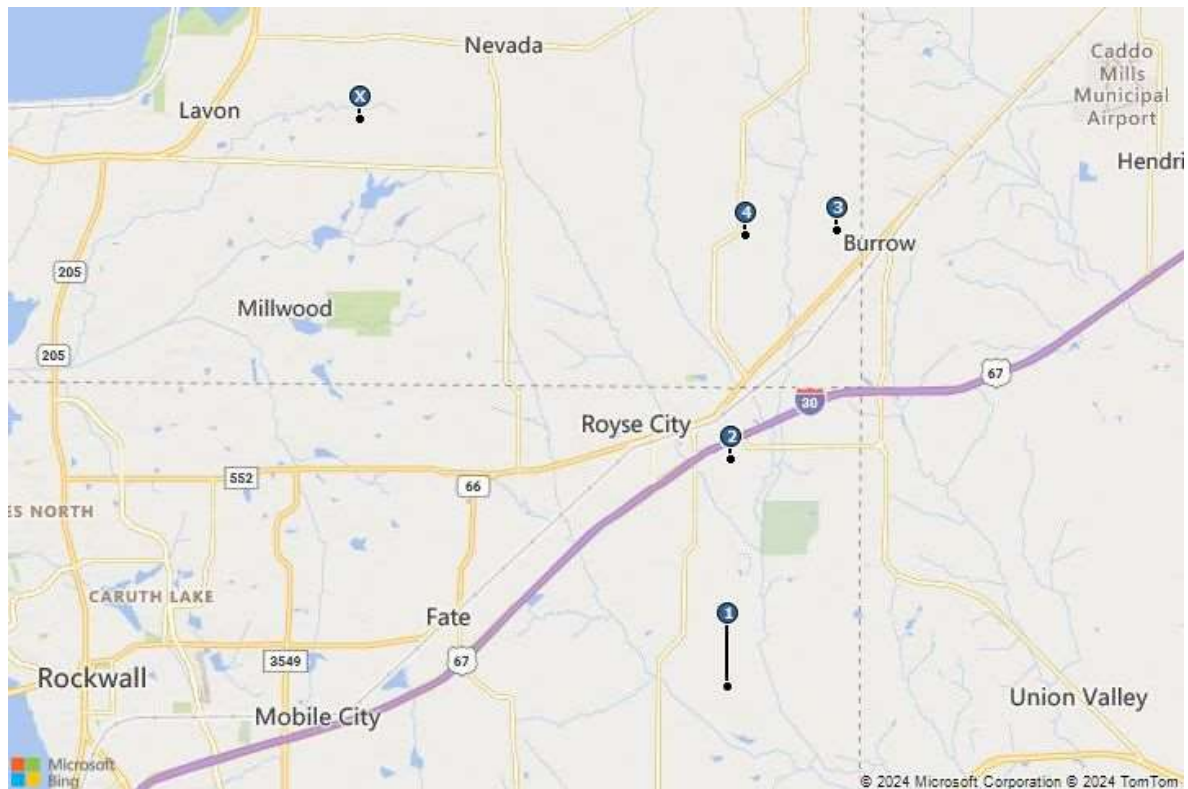
50' Frontage Lots (50' x 120'; 6,000 SF)

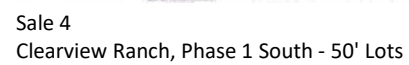
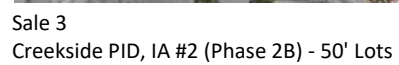
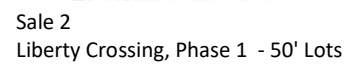
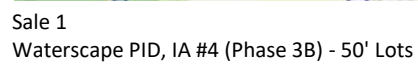
To apply the sales comparison approach to the 50' Frontage Lots, the research focused on transactions within the following parameters:

- Location: General Market Area
- Size: 50' Frontage Lots
- Use: Residential
- Transaction Date: June 2023 or Contracted

For this analysis, price per front footage is used as the appropriate unit of comparison. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales - 50' Frontage Lots								
No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Front Footage	Zoning	\$/Front Footage	\$/SF Land
1	Waterscape PID, IA #4 (Phase 3B) - 50' Lots Southwest side of Crenshaw Road, southeast of FM-548 Royse City Rockwall County TX <i>Comments: Lots in Phase 3B are located in the Waterscape PID, IA #4. This represents a bulk purchase of 26 lots with 50' frontages. All lots are located in the Royse City ISD.</i>	Jun-24 In-Contract	\$80,000	6,000 0.14	50	PD	\$1,600	\$13.33
2	Liberty Crossing, Phase 1 - 50' Lots Southwest corner of E. Old Greenville Road and Cemetery Road Royse City Rockwall County TX <i>Comments: Lots in this development are located in a public improvement district. Lots are located in the Royse City ISD.</i>	Oct-23 Closed	\$75,000	6,000 0.14	50	PD	\$1,500	\$12.50
3	Creekside PID, IA #2 (Phase 2B) - 50' Lots Northwest of SH-66 at River Bend Road Royse City Collin County TX <i>Comments: Lots in Phase 2B are part of the Creekside PID nearing completion. All lots are located in the Royse City ISD.</i>	Jun-24 In-Contract	\$83,750	5,500 0.13	50	PD	\$1,675	\$15.23
4	Clearview Ranch, Phase 1 South - 50' Lots East side of FM-1777, south of CR-677 Royse City Collin County TX <i>Comments: Lots in this phase of development are within the Royse City ISD. The property is within the Clearview Ranch PID, IA #1.</i>	Sep-24 In-Contract	\$81,000	6,000 0.14	50	PD	\$1,620	\$13.50
	Subject Eleven PID, IA #2 Lavon, TX			6,000 0.14	50	PD		

Comparable Land Sales Map – 50' Frontage Lots



Analysis and Adjustment of Sales

Adjustments are considered for the following factors in the sequence shown below.

Transactional Adjustments***Real Property Rights Conveyed***

All the comparables represent fee simple estate transactions. Therefore, adjustments for property rights are not necessary.

Financing Terms

The comparable sales represented cash-to-seller transactions and, therefore, do not require adjustment.

Conditions of Sale

None of the comparable sales had atypical or unusual conditions of sale. Thus, adjustments are not necessary.

Expenditures Made Immediately After Purchase

There were no issues of deferred maintenance reported for any of the properties. No adjustments are required for expenditures after sale.

Market Conditions

A market conditions adjustment is applied when market conditions at the time of sale differ from market conditions as of the effective date of value. Adjustments can be positive when prices are rising, or negative when markets are challenged by factors such as a deterioration of the economy or adverse changes in supply and/or demand in the market area. Consideration must also be given to when the property was placed under contract, versus when the sale actually closed.

In evaluating market conditions, changes between the comparable sale date and the effective date of this appraisal may warrant adjustment; however, if market conditions have not changed, then no adjustment is required.

In addition to transaction data, which is slowly materializing, we have interviewed market participants (developers, investors, lenders, brokers) as a leading indicator of where the market is currently, and where they believe the market is heading. These survey results have been analyzed and incorporated into our analysis and conclusions.

It is noted that most all lot contracts still contain interest carry clauses providing for increased sale prices through the take down period. The most current take down contracts found in the market area still include from 6-7% interest carry with some contracts reportedly renegotiated to include up to 8.5% carry in exchange for extended absorption periods. As such, we have included a market conditions adjustment of 7% through the date of valuation. The sale took place in October 2023 with two sales scheduled to close by June 2024 and one sale by September 2024. Thus, the adjustment grid accounts for this trend with upward adjustments through the date of valuation.

Property Adjustments***Location***

Factors considered in evaluating location include, but are not limited to, demographics, growth rates, surrounding uses and property values.

Sale 3 is similar to the subject. No adjustment is necessary. Sales 1, 2 and 4 are adjusted upward for inferior location.

Access/Exposure

Convenience to transportation facilities, ease of site access, and overall visibility of a property can have a direct impact on property value. High visibility, however, may not translate into higher value if it is not accompanied by good access. In general, high visibility and convenient access, including proximity to major linkages, are considered positive amenities when compared to properties with inferior attributes.

All of the comparables are similar to the subject. No adjustments are necessary.

Size

Due to economies of scale, the market exhibits an inverse relationship between land area and price per square foot, such that larger sites generally sell for a lower price per square foot than smaller lots, all else being equal. To account for this relationship, applicable adjustments are applied for differences in land area. The comparables that are larger than the subject are adjusted upward, and vice versa.

All of the comparables are similar to the subject. No adjustments are necessary.

Shape and Topography

This category accounts for the shape of the site influencing its overall utility and/or development potential, as well as the grade of the land.

All of the comparables are similar to the subject. No adjustments are necessary.

Zoning

This element of comparison accounts for government regulations that can affect the types and intensities of uses allowable on a site. Moreover, this category includes considerations such as allowable density or floor area ratio, structure height, setbacks, parking requirements, landscaping, and other development standards. The subject has a zoning designation of PD - Planned Development.

All of the comparables are similar to the subject. No adjustments are necessary.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid - 50' Frontage Lots					
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Name	Eleven PID, IA #2	Waterscape PID, IA #4 (Phase 3B) - 50' Lots	Liberty Crossing, Phase 1 - 50' Lots	Creekside PID, IA #2 (Phase 2B) - 50' Lots	Clearview Ranch, Phase 1 South - 50' Lots
Address	Northeast corner of Eleven Parkway and Dewy Lake Place and northeast corner of Watkins Road and Pleasant Field Drive	Southwest side of Crenshaw Road, southeast of FM-548	Southwest corner of E. Old Greenville Road and Cemetery Road	Northwest of SH-66 at River Bend Road	East side of FM-1777, south of CR-677
City	Lavon	Royse City	Royse City	Royse City	Royse City
County	Collin	Rockwall	Rockwall	Collin	Collin
State	Texas	TX	TX	TX	TX
Sale Date		Jun-24	Oct-23	Jun-24	Sep-24
Sale Status		In-Contract	Closed	In-Contract	In-Contract
Sale Price		\$80,000	\$75,000	\$83,750	\$81,000
Effective Sale Price		\$80,000	\$75,000	\$83,750	\$81,000
Square Feet	6,000	6,000	6,000	5,500	6,000
Number of Front Footages	50	50	50	50	50
Price per Front Footage		\$1,600	\$1,500	\$1,675	\$1,620
Transactional Adjustments					
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		-	-	-	-
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		-	-	-	-
Conditions of Sale		-	-	-	-
% Adjustment		-	-	-	-
Expenditures Made Immediately After Purchase		-	-	-	-
\$ Adjustment		-	-	-	-
Market Conditions	8/1/2024	Jun-24	Oct-23	Jun-24	Sep-24
Annual % Adjustment	7%	1%	6%	1%	-
Cumulative Adjusted Price		\$1,616	\$1,590	\$1,692	\$1,620
Property Adjustments					
Location		10%	10%	10%	5%
Access/Exposure		-	-	-	-
Size		-	-	-	-
Shape and Topography		-	-	-	-
Zoning		-	-	-	-
Net Property Adjustments (\$)		\$162	\$159	\$169	\$81
Net Property Adjustments (%)		10%	10%	10%	5%
Final Adjusted Price		\$1,778	\$1,749	\$1,861	\$1,701
Range of Adjusted Prices		\$1,701 - \$1,861			
Average		\$1,772			
Indicated Value		\$1,750			

Land Value Conclusion – 50' Frontage Lots

Prior to adjustments, the sales reflect a range of \$1,500 - \$1,675 per front footage. After adjustment, the range is narrowed to \$1,701 - \$1,861 per front footage, with an average of \$1,772 per front footage. To arrive at an indication of value, equal weight is given to all sales.

Based upon the preceding analysis, the 50' frontage lot value conclusion for the subject's lots within Section 2, Phase 2E as of August 1, 2024, is presented as follows. In addition, utilizing an annual appreciation rate of 7%, the 50' frontage lot value conclusion for the subject's lots within Phase 2B-2 as of August 1, 2025, is also presented as follows:

Land Value Conclusion		
Valuation Date	August 1, 2024	August 1, 2025
Indicated Value per Front Footage	\$1,750	\$1,873
Subject Front Footages	50	50
Indicated Value	\$87,500	\$93,650
Rounded	\$87,500	\$93,650

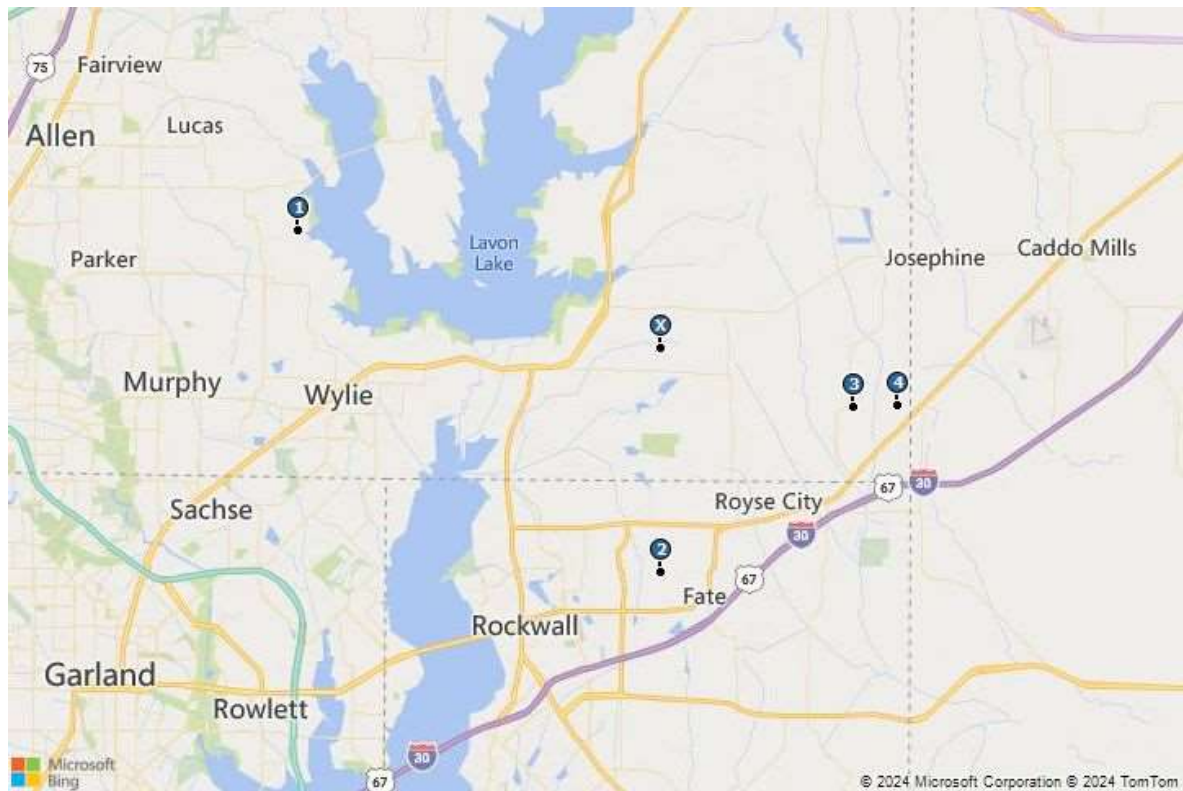
60' Frontage Lots (60' x 120'; 7,200 SF)

To apply the sales comparison approach to the 60' Frontage Lots, the research focused on transactions within the following parameters:

- Location: General Market Area
- Size: 60' – 65' Frontage Lots
- Use: Residential
- Transaction Date: January 2023 or Contracted

For this analysis, price per front footage is used as the appropriate unit of comparison. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales - 60' Frontage Lots								
No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Front Footage	Zoning	\$/Front Footage	\$/SF Land
1	Inspiration, Phase 8B - 62' Lots South side of Huffines Boulevard, south of Diamond Drive Wylie Collin County TX <i>Comments: Lots in Phase 8B in this master-planned development are located in the Wylie ISD.</i>	Jan-23 Closed	\$107,865	8,680 0.20	62	PD	\$1,740	\$12.43
2	Monterra, Phase 1A - 60' Lots West side of Ben Payne Road, north of W. Holiday Road (SH-66) Fate Rockwall County TX <i>Comments: This development is located in the Monterra Public Improvement District. Phase 1 was developed with 310 lots on 92.860 acres with 50', 60', and 70' lots. All of the lots are located in the Rockwall ISD.</i>	Oct-23 Closed	\$87,000	7,200 0.17	60	PD/Development Agreement	\$1,450	\$12.08
3	Clearview Ranch, Phase 1 South - 60' Lots East side of FM-1777, south of CR-677 Royse City Collin County TX <i>Comments: Lots in this development are located within the Clearview Ranch PID, IA #1 and are within the Royse City ISD.</i>	Sep-24 In-Contract	\$93,600	6,000 0.14	60	PD	\$1,560	\$15.60
4	Creekside PID, IA #2 (Phase 2B) - 60' Lots Northwest of SH-66 at River Bend Road Royse City Collin County TX <i>Comments: Lots in Phase 2B are nearing completion and are located within the Creekside PID. All lots are located in the Royse City ISD.</i>	Jun-24 In-Contract	\$96,000	7,200 0.17	60	PD	\$1,600	\$13.33
Subject				7,200	60	PD		
Elevon PID, IA #2				0.17				
Lavon, TX								

Comparable Land Sales Map – 60' Frontage Lots



Sale 1
Inspiration, Phase 8B - 62' Lots



Sale 2
Monterra, Phase 1A - 60' Lots



Sale 3
Clearview Ranch, Phase 1 South - 60' Lots



Sale 4
Creekside PID, IA #2 (Phase 2B) - 60' Lots

Analysis and Adjustment of Sales

Adjustments are considered for the following factors in the sequence shown below.

Transactional Adjustments***Real Property Rights Conveyed***

All the comparables represent fee simple estate transactions. Therefore, adjustments for property rights are not necessary.

Financing Terms

The comparable sales represented cash-to-seller transactions and, therefore, do not require adjustment.

Conditions of Sale

None of the comparable sales had atypical or unusual conditions of sale. Thus, adjustments are not necessary.

Expenditures Made Immediately After Purchase

There were no issues of deferred maintenance reported for any of the properties. No adjustments are required for expenditures after sale.

Market Conditions

A market conditions adjustment is applied when market conditions at the time of sale differ from market conditions as of the effective date of value. Adjustments can be positive when prices are rising, or negative when markets are challenged by factors such as a deterioration of the economy or adverse changes in supply and/or demand in the market area. Consideration must also be given to when the property was placed under contract, versus when the sale actually closed.

In evaluating market conditions, changes between the comparable sale date and the effective date of this appraisal may warrant adjustment; however, if market conditions have not changed, then no adjustment is required.

In addition to transaction data, which is slowly materializing, we have interviewed market participants (developers, investors, lenders, brokers) as a leading indicator of where the market is currently, and where they believe the market is heading. These survey results have been analyzed and incorporated into our analysis and conclusions.

It is noted that most all lot contracts still contain interest carry clauses providing for increased sale prices through the take down period. The most current take down contracts found in the market area still include from 6-7% interest carry with some contracts reportedly renegotiated to include up to 8.5% carry in exchange for extended absorption periods. As such, we have included a market conditions adjustment of 7% through the date of valuation. The sales took place from January 2023 to October 2023 with two sales scheduled to close in June 2024 and September 2024. Thus, the adjustment grid accounts for this trend with upward adjustments through the date of valuation.

Property Adjustments***Location***

Factors considered in evaluating location include, but are not limited to, demographics, growth rates, surrounding uses and property values.

Sale 4 is similar to the subject. No adjustment is necessary. Sale 1 is adjusted downward for superior location. Sales 2 and 3 are adjusted upward for inferior location.

Access/Exposure

Convenience to transportation facilities, ease of site access, and overall visibility of a property can have a direct impact on property value. High visibility, however, may not translate into higher value if it is not accompanied by good access. In general, high visibility and convenient access, including proximity to major linkages, are considered positive amenities when compared to properties with inferior attributes.

All of the comparables are similar to the subject. No adjustments are necessary.

Size

Due to economies of scale, the market exhibits an inverse relationship between land area and price per square foot, such that larger sites generally sell for a lower price per square foot than smaller lots, all else being equal. To account for this relationship, applicable adjustments are applied for differences in land area. The comparables that are larger than the subject are adjusted upward, and vice versa.

All of the comparables are similar to the subject. No adjustments are necessary.

Shape and Topography

This category accounts for the shape of the site influencing its overall utility and/or development potential, as well as the grade of the land.

All of the comparables are similar to the subject. No adjustments are necessary.

Zoning

This element of comparison accounts for government regulations that can affect the types and intensities of uses allowable on a site. Moreover, this category includes considerations such as allowable density or floor area ratio, structure height, setbacks, parking requirements, landscaping, and other development standards. The subject has a zoning designation of PD - Planned Development.

All of the comparables are similar to the subject. No adjustments are necessary.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid - 60' Frontage Lots					
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Name	Elevon PID, IA #2	Inspiration, Phase 8B - 62' Lots	Monterra, Phase 1A - 60' Lots	Clearview Ranch, Phase 1 South - 60' Lots	Creekside PID, IA #2 (Phase 2B) - 60' Lots
Address	Northeast corner of Elevon Parkway and Dewy Lake Place and northeast corner of Watkins Road and Pleasant Field Drive	South side of Huffines Boulevard, south of Diamond Drive	West side of Ben Payne Road, north of W. Holiday Road (SH-66)	East side of FM-1777, south of CR-677	Northwest of SH-66 at River Bend Road
City	Lavon	Wylie	Fate	Royse City	Royse City
County	Collin	Collin	Rockwall	Collin	Collin
State	Texas	TX	TX	TX	TX
Sale Date		Jan-23	Oct-23	Sep-24	Jun-24
Sale Status		Closed	Closed	In-Contract	In-Contract
Sale Price		\$107,865	\$87,000	\$93,600	\$96,000
Effective Sale Price		\$107,865	\$87,000	\$93,600	\$96,000
Square Feet	7,200	8,680	7,200	6,000	7,200
Number of Front Footages	60	62	60	60	60
Price per Front Footage		\$1,740	\$1,450	\$1,560	\$1,600
Transactional Adjustments					
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		—	—	—	—
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		—	—	—	—
Conditions of Sale		—	—	—	—
% Adjustment		—	—	—	—
Expenditures Made Immediately After Purchase		—	—	—	—
\$ Adjustment		—	—	—	—
Market Conditions	8/1/2024	Jan-23	Oct-23	Sep-24	Jun-24
Annual % Adjustment	7%	11%	6%	—	1%
Cumulative Adjusted Price		\$1,931	\$1,537	\$1,560	\$1,616
Property Adjustments					
Location		-15%	10%	5%	—
Access/Exposure		—	—	—	—
Size		—	—	—	—
Shape and Topography		—	—	—	—
Zoning		—	—	—	—
Net Property Adjustments (\$)		-\$290	\$154	\$78	\$0
Net Property Adjustments (%)		-15%	10%	5%	0%
Final Adjusted Price		\$1,641	\$1,691	\$1,638	\$1,616
Range of Adjusted Prices					
		\$1,616 - \$1,691			
Average		\$1,647			
Indicated Value		\$1,650			

Land Value Conclusion – 60' Frontage Lots

Prior to adjustments, the sales reflect a range of \$1,450 - \$1,740 per front footage. After adjustment, the range is narrowed to \$1,616 - \$1,691 per front footage, with an average of \$1,647 per front footage. To arrive at an indication of value, equal weight is given to all sales.

Based upon the preceding analysis, the land value conclusion is as follows:

Land Value Conclusion	
Indicated Value per Front Footage	\$1,650
Subject Front Footages	<u>60</u>
Indicated Value	\$99,000
Rounded	\$99,000

Summary of Lot Values

Based upon this analysis, the individual lot values are summarized as follows:

Summary of Land Values							
Parcel	Typical Lot Dimension	Valuation Date	Unit of Comparison	Front Footages	Indicated Value per Front Footage	Indicated Value	Rounded
40' Frontage Lots	40' x 120'	August 1, 2024	Front Footages	40	\$1,900	\$76,000	\$76,000
40' Frontage Lots	40' x 120'	August 1, 2025	Front Footages	40	\$2,033	\$81,320	\$81,320
45' Frontage Lots	45' x 120'	August 1, 2024	Front Footages	45	\$1,900	\$85,500	\$85,500
50' Frontage Lots	50' x 120'	August 1, 2024	Front Footages	50	\$1,750	\$87,500	\$87,500
50' Frontage Lots	50' x 120'	August 1, 2025	Front Footages	50	\$1,873	\$93,650	\$93,650
60' Frontage Lots	60' x 120'	August 1, 2024	Front Footages	60	\$1,650	\$99,000	\$99,000

Cumulative Retail Lot Values

Following are the calculations for the total cumulative retail lot value for IA #2, Section 2, Phase 2E and Phase 2B-2.

Section 2, Phase 2E

Cumulative Retail Lot Value Calculation

Total Lots	Front Footage	Average Price/Lot	Price/FF	Total Cumulative Retail Value
42	40	\$76,000	\$1,900	\$3,192,000
61	45	\$85,500	\$1,900	\$5,215,500
115	50	\$87,500	\$1,750	\$10,062,500
45	60	\$99,000	\$1,650	\$4,455,000
263		\$87,167		\$22,925,000

As shown, the total cumulative retail lot value equates to \$22,925,000 or \$87,167/lot average.

Phase 2B-2

Cumulative Retail Lot Value Calculation

Total Lots	Front Footage	Average Price/Lot	Price/FF	Total Cumulative Retail Value
101	40	\$81,320	\$2,033	\$8,213,320
89	50	\$93,650	\$1,873	\$8,334,850
190		\$87,096		\$16,548,170

As shown, the total cumulative retail lot value equates to \$16,548,170 or \$87,096/lot average.

It should be clearly understood that the summation of lot values does not represent our opinion of the market discounted/bulk value, as if the lots are all sold in bulk in a single transaction.

Summary of Net/Gross Value Analysis Conclusion

The preceding value was based on a retail sale of small batches of lots (less than 20 lots at a time). However, frequently entire subdivisions are sold to builders, or other investors, at a discount. These builders will then warehouse the land themselves, or the investors will resell the lots to builders over a longer-term takedown schedule. Thus, to determine the appropriate discount for the subject, we have assembled a number of bulk sales of other developed subdivision lots located throughout North Texas. The comparables presented represent the bulk sale of developed lots to homebuilders and/or investors. As shown below, the discount for the sales presented ranged from no discounts up to 18.6% of the retail value from 2020 to May 2024. The data indicates that discounts for bulk lot sales appear to be decreasing in many submarket areas. As such, comparable bulk sales are limited in all submarkets in the Dallas /Fort Worth area indicating a strengthening economy and builders willing to pay retail lot prices. Our bulk sale comparables from 2020– May 2024 are listed in the following summary table.

Bulk Lot Sale Summary							
Subdivision	Date of Sale	Total Lots	Lot Dimensions	Total SF	Bulk Price/Lot	Retail Price/Lot	N/G Ratio
<u>Ventana, Ph. 2</u> Fort Worth, Texas	May-20	62	50' x 120'	6,000	\$60,000	\$66,250	90.6%
<u>Inspiration, Ph. 9</u> St. Paul, Texas	Mar-20	125	50' x 120'	6,000	\$76,125	\$79,170	96.1%
<u>The Highlands</u> Rockwall, Texas	Feb-21	34	50' x 140'	7,000	\$109,000	\$115,000	94.8%
<u>LakePointe, Phase 2</u> Lavon, Texas	Dec-21	118	50' x 120'	6,000	\$48,825	\$52,500	93.0%
		142	60' x 120'	7,200	\$56,265	\$60,500	93.0%
<u>Painted Tree Village</u> McKinney, Texas	Oct-22	74	40' x 110'	4,400	\$84,000	\$94,000	89.4%
		111	50' x 118'	5,900	\$105,000	\$117,500	89.4%
<u>Northlake Estates, Phase 3</u> Little Elm ETJ, Texas	Jan-23	92	65' x 125'	8,125	\$85,000	\$104,000	81.7%
<u>Waterscape, Phase 3B</u> Royse City, Texas	Sep-23	58	40' x 110'	4,400	\$66,000	\$66,000	100.0%
		70	50' x 120'	6,000	\$80,000	\$80,000	100.0%
<u>Gulf Breeze</u> Hitchcock City, Texas	Oct-23	100	30' x 100'	3,000	\$40,000	\$45,000	88.9%
<u>Mustang Lakes Annex, Ph. 2</u> Celina, Texas	Jan-24	31	40' x 115'	4,600	\$132,000	\$132,000	100.0%
		43	50' x 120'	6,000	\$165,000	\$165,000	100.0%
<u>Solterra, Phases 2 & 4</u> Mesquite, Texas	May-24	19	35' x 115'	4,025	\$76,125	\$82,250	92.6%
		94	40' x 120'	4,800	\$87,000	\$90,000	96.7%
		130	50' x 120'	6,000	\$100,000	\$107,500	93.0%

Source: Developers 2020-2024

Section 2, Phase 2E

Thus, when consideration is given to the subject's projected marketing periods ranging from 3.5± to 7.5± months for the lots within Section 2, Phase 2E, a net to gross sales price ratio (average bulk sale value per lot/average retail sales price per lot) of 95% is deemed appropriate for the subject lots.

Phase 2B-2

Thus, when consideration is given to the subject's projected marketing periods ranging from 5.6± to 8.4± months for the lots within Phase 2B-2, a net to gross sales price ratio (average bulk sale value per lot/average retail sales price per lot) of 95% is deemed appropriate for the subject lots.

Net/Gross Value Analysis Conclusions

Based upon the preceding, it is our opinions that the net/gross market value for the subject utilizing an overall average retail lot value of \$87,167 for the lots within Section 2, Phase 2E and \$87,096/lot for the lots within Phase 2B-2 with a net/gross ratio of 95% for each phase, is shown as follows:

Net/Gross Ratio Market Value Summary		
Phase	Section 2, Phase 2E	Phase 2B-2
Average Lot Value	\$87,167	\$87,096
Total Lots	263	190
N/G Ratio %	95%	95%
Total Market Value (R)	\$21,780,000	\$15,720,000
Average/Lot	\$82,814	\$82,737

Subdivision Development Analysis (As Complete)

Having completed the retail valuation section of the assignment, we will now provide an opinion of the market value of the property to a single purchaser, as of this date. Obviously, this value will include a provision for compensating the developer/sponsor, i.e., profit for risk and expenditure of time. This value contemplates that the developer/sponsor of the subject would sell the subject property to another developer who would in turn sell the developed lots on a retail basis. This value represents the concept of market value to a single purchaser as of this date, wherein a portion of the overall real property rights or physical asset would typically be sold to its ultimate users over some future time period. Valuations involving such properties must fully reflect all appropriate deductions and discounts as well as the anticipated cash flows to be derived from the disposition of the asset over time. Appropriate deductions and discounts are considered to be those which reflect all expenses associated with the disposition of the realty, as of the date of completion, as well as the cost of capital and entrepreneurial profit. This latter item of entrepreneurial profit is accounted for herein as part of the discount rate. Based on our experience, profit is not expensed as a line item as it is not realized until the project's expenses (including debt) are paid.

The various assumptions necessary to complete our subdivision development analysis (discounted cash flow analysis) for the developed subject subdivision are discussed in detail in the following paragraphs.

Absorption

As discussed, the absorption projections support 12.0 upm for 40' lots, 12.0 upm for 45' lots, 16.0 upm for 50' lots, and 6.0 upm for 60' lots.

Section 2, Phase 2E

Our monthly absorption projections are summarized as follows for lots within Section 2, Phase 2E:

Projected Absorption Summary									Total Aborp. Period	
Lot Type	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Lots	(Months±)
40' Lots	12	12	12	6	0	0	0	0	42	3.5
45' Lots	12	12	12	12	12	1	0	0	61	5.1
50' Lots	16	16	16	16	16	16	16	3	115	7.2
60' Lots	6	6	6	6	6	6	6	3	45	7.5
Totals	46	46	46	40	34	23	22	6	263	

As shown, the overall absorption for the subject's 263 lots within Section 2, Phase 2E is estimated to be 3.5± months (40' lots), 5.1± months (45' lots), 7.2± months (50' lots), and 7.5± months (60' lots).

Phase 2B-2

Our monthly absorption projections are summarized as follows for lots within Phase 2B-2:

Projected Absorption Summary										Total Aborp. Period	
Lot Type	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	Lots	(Month±)
40' Lots	12	12	12	12	12	12	12	12	5	101	8.4
50' Lots	16	16	16	16	16	9	0	0	0	89	5.6
Totals	28	28	28	28	28	21	12	12	5	190	

As shown, the overall absorption for the subject's 190 lots within Phase 2B-2 is estimated to be 8.4± months (40' lots) and 5.6± months (50' lots).

Price/Value Increases Over the Sellout Period

Per the Metrostudy/Zonda February 2024 Market Report, the Dallas new home market has been heavily impacted by mortgage rates with the new home sales rates moving in lockstep in 2023. The increased cost of borrowing has placed greater pressure on builders to keep prices in check. Despite slower market activity, the near-term outlook remains positive as the local economy remains one of the most dynamic in the nation. According to the latest Milken Institute report, Dallas was ranked eighth in the nation among best-performing large cities and second only to Austin in the state. With the Fed largely expected to hold off on further rate hikes, home sales are expected to improve this year.

Dallas remains one of the hottest housing markets in the nation and the hottest in the state. Strong job growth and favorable demographic trends underlie the metro area's dynamism. Texas ranks near the top for U-Haul moves and the number of corporate headquarters.

In the DFW area, quarterly housing starts increased 5.4% over a year ago, while the number of available vacant developed lots is up 28.7% over the same quarter last year. In terms of supply/demand balance, the market area is 4.56% undersupplied.

In conclusion, the economic outlook for Texas remains positive, but some potential headwinds could cause problems in the future.

Trends in National Inflation and Interest Rates

Year	U.S. Prime	Increase in	
	Rate	U.S. CPI	Real Rate of Return
2013	3.25%	1.50%	1.75%
2014	3.25%	1.30%	1.95%
2015	3.50%	0.70%	2.80%
2016	3.75%	1.40%	2.35%
2017	4.25%	2.11%	2.14%
2018	5.50%	1.95%	3.55%
2019	4.75%	2.29%	2.46%
2020	3.25%	0.13%	3.12%
2021	3.25%	0.07%	3.18%
2022	7.50%	6.06%	1.44%
2023	8.50%	3.35%	5.15%
03/2024*	8.50%	3.48%	5.02%

Source: Federal Reserve Bank of St. Louis, U.S. Financial Data

*Increase is compared to the previous year-to-year figures

As shown in the preceding table, CPI increases ranged from 0.70% to 6.06% from 2013 through March 2024 with prime rates ranging from 3.25% to 8.50% resulting in real annual rates of returns ranging from 1.44% - 5.15% (with the most current real rate of return at 5.02% with an 8.50% prime rate). Thus, the real rates of return are substantially affected with fluctuations in the prime rates and the increases/decreases in the consumer price index. (The increase is calculated relative to the previous year-to-year index rates).

Historically, in the sales contracts of the volume lot sales in the marketplace, the lot prices are typically adjusted upward at rates ranging from 6.0% to the prime rate (8.5%). Thus, for valuation purposes herein, we have estimated an annual escalation on the sale of the subject units at 7% per year for the subject lots. This is considered reasonable given the supply of available housing product in the area and the historical collection of interest carry/appreciation by developers within the Dallas/Fort Worth and surrounding market areas.

Expenses

Cost of Sales has been estimated at 2.5% of gross sales proceeds for various closing costs and title policies.

Taxes are paid by the developer annually. The estimation of taxes paid per period is based upon the premise that taxes are prorated at closing and are paid in arrears. Therefore, we have deducted taxes based upon the estimated retail market value of the unsold lots. The taxes are prorated in each calendar year based upon the projected sales in each period. Based upon our experience and information gathered from numerous reputable builders/ developers and taxing authorities, this methodology and percentage estimate (2.0%) is well founded. Rollback taxes are not deducted herein.

Marketing expense is not included in this analysis as the subject lots are contracted to two volume homebuilders who traditionally provide for marketing.

HOA Dues – In a newly constructed subdivision, the developer controls the property until a certain percentage of lots are sold, then the fees are turned over to the HOA. As such, new home buyers pay HOA, but not the developers. There may be minimal maintenance fees over the absorption period, but this would not significantly affect value.

Management Expense/Entrepreneurial Coordination/Remuneration: The last major deduction is that for Entrepreneurial (i.e., the developer/sponsor)/coordination talent expenditure. The Dictionary of Real Estate Appraisal defines entrepreneurial profit as a market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. Inasmuch as the discount rate will include a provision for return on the equity investment, this deduction will be for actual time and expenses only.

Typically, the developer will allow a budgeted line item equal to 0.5% to 2.0% of sales and/or costs, depending on the size of the project, expertise required, and management developmental time involved. Based upon these items, an expense of 1.0% is deemed appropriate and will be a direct line-item deduction from the gross sales proceeds.

Discount Rate

According to the Dictionary of Real Estate Appraisal, 7th Addition, Discount Rate is defined as “a rate of return on capital used to convert future payments or receipts into present value.” The discount rate may or may not be the same as the internal rate of return (IRR), or yield rate, depending on how it is extracted from the market and/or used in the analysis. Furthermore, Internal Rate of Return (IRR) is defined as “the annualized yield rate or rate of return on capital that is generated within an investment or portfolio over a period of ownership.” The IRR is the rate of discount that makes the net present value of the investment equal to zero. The IRR discounts all returns from the investment, including returns from its reversion, to equal the original capital outlay. This rate is similar to the equity yield rate. As a measure of investment performance, the IRR is the rate of discount that produces a profitability index of one and a net present value of zero. It may be used to measure profitability after income taxes, i.e., the after-tax equity yield rate. In other words, it is a rate of profit (or loss) or a measure of performance. It is literally, an interest rate. The effective interest rate on a real estate investment is the equity investor's IRR. The yield to maturity on a bond is the bond holder's IRR, when the bond is held for its full term. The IRR is the rate of return on capital expressed as a ratio per unit of time; for example, 10% per annum. The discount rate utilized herein is essentially an anticipated IRR for the subject property, as estimated from investment performance realized by market participants. Although the investment vehicle being analyzed herein is real property, competition for investment dollars in other investment media is intense, and the prudent investment manager must carefully consider all options. Because of the element of risk involved in real estate investment versus alternative investment vehicles, the prudent investment manager must compare rates of return. The performance of real estate is dependent upon and could fluctuate with the degree of quality of management, unexpected competition, disasters, or economic cycles, particularly in the subject's market area. Therefore, it entails a greater degree of risk than instruments such as government-backed bonds or fixed-rate mortgages.

Following is a summary of yield comparisons as of January 1, 2024, provided by PwC Real Estate Investor, as published by PricewaterhouseCoopers, First Quarter, 2024.

YIELD COMPARISON January 1, 2024

	2019 AVERAGE	2020 AVERAGE	2021 AVERAGE	2022 AVERAGE	2023 AVERAGE	2024 JANUARY
PwC Yield Indicator (PYI) ^a	7.47%	7.50%	7.51%	7.43%	8.29%	8.83%
Long-Term Mortgages ^b	4.71%	3.95%	4.53%	5.61%	7.42%	7.41%
10-Year Treasuries ^c	2.21%	0.97%	1.40%	2.64%	3.94%	3.95%
Consumer Price Index Change ^d	1.76%	1.19%	6.09%	7.54%	3.21%	0.97%
SPREAD TO PYI (Basis Points)						
Long-Term Mortgages	276	361	298	182	87	142
10-Year Treasuries	526	659	611	479	435	488
Consumer Price Index Change	571	755	142	(11)	508	786

a. A composite IRR average of all markets surveyed (excluding hotels, development land, self storage, and student housing).

b. Source: Survey; Select Commercial Funding; Commercial Loan Direct; conventional funding, 60% to 80% LTV loans; fixed rates; 6- to 30-year terms.

c. Source: Federal Reserve; the annual average change is the mean of the four corresponding quarters.

d. Source: U.S. Department of Labor; quarterly changes are annualized based on the index change from the prior quarter; the annual average change is the mean of the four corresponding quarters.

The subject's discount rate should be less than a typical land project, as the value to be determined is for a fully developed project that is available for immediate resale, and which will ultimately possess less risk than that of the total development process. Therefore, a "risk-adjusted discount rate" is deemed appropriate herein.

RealtyRates.com in their most recent Fourth Quarter 2023 "Developer Survey" with First Quarter 2024 data summarizes discount rates for conventionally financed (interest-only interim or construction financing) subdivisions and Planned Development Districts (PUDs) in the State of Texas. Actual Rates are historical rates achieved by survey respondents, while Pro-Forma Rates reflect forward-looking revenue and development costs. Subdivision rates do include provisions for developer's profit, i.e., profit is not treated as a line-item expense.

Texas: Subdivisions & PUDs

	Actual Rates			Pro-Forma Rates		
	Min	Max	Avg	Min	Max	Avg
Site-Built Residential	15.46%	33.57%	22.75%	14.84%	32.23%	21.84%
-100 Units	15.46%	28.94%	21.76%	14.84%	27.78%	20.89%
100-500 Units	15.85%	31.84%	22.89%	15.21%	30.56%	21.97%
500+ Units	16.23%	33.28%	23.27%	15.58%	31.95%	22.34%
Mixed Use	16.62%	33.57%	23.09%	15.95%	32.23%	22.16%
Manufactured Housing	15.95%	36.68%	24.42%	15.32%	35.21%	23.44%
-100 Units	15.95%	31.89%	23.45%	15.32%	30.62%	22.51%
100-500 Units	16.35%	35.08%	24.69%	15.70%	33.68%	23.70%
500+ Units	16.75%	36.68%	25.11%	16.08%	35.21%	24.11%
Business Parks	15.91%	34.08%	23.22%	15.28%	32.72%	22.29%
-100 Acres	15.91%	29.64%	22.32%	15.28%	28.45%	24.43%
100-500 Acres	16.31%	32.60%	23.48%	15.66%	31.30%	22.54%
500+ Acres	16.71%	34.08%	23.87%	16.04%	32.72%	22.92%
Industrial Parks	16.00%	29.61%	21.25%	15.36%	28.43%	20.40%
-100 Acres	16.00%	25.75%	20.46%	15.36%	24.72%	19.64%
100-500 Acres	16.40%	28.33%	21.47%	15.75%	27.19%	20.61%
500+ Acres	16.80%	29.61%	21.82%	16.13%	28.43%	20.94%

*4th Quarter 2023 Data

Realty Rates Developers Survey 2024 Q1

As shown above, the minimum actual rates in Texas are 15.46% for less than 100 units; 15.85% for 100 to 500+ units; and 16.23% for 500+ units with minimum pro-forma rates ranging from 14.84% to 15.58%.

The 7th Edition of the Dictionary of Real Estate Appraisal defines this term as “a discount rate that is adjusted to offset one or more risk factors, i.e., when a future downswing in the business cycle is likely, the risk associated with a project may increase near the end of its term, necessitating a special adjustment to the discount rate. Such discount rates include all of the elements of risk associated with an income stream for a specified period adjusted to offset additional term risk”.⁵ Thus, it is our opinion that a potential purchaser would expect to receive a much lower return on his investment for a completed project similar to the subject, which has a purchaser of the end product relative to that of a vacant tract of land awaiting eventual development (higher risk of escalating costs to site development and of the eventual timing of completion).

Based upon the preceding, an IRR that is slightly below the minimum rates provided by the RealtyRates “Developer Survey” for Texas of 15.46% for less than 100 units; 15.85% for 100 to 500+ units; and 16.23% for 500+ units with minimum pro-forma rates ranging from 14.84% to 15.58% is considered reasonable for the subject. Hence, taking into consideration the supply and demand levels within the subject’s submarket area, we have selected a discount rate of 14% for the subject which takes into consideration the degree of risk and developer profit. It should be noted that our cash flow also deducts a straight 1.0% entrepreneurial coordination/remuneration (management cost) from all sales proceeds, which effectively increases the discount rate to approximately 15%. To be consistent with the timing of the cash flows, the annual income stream is discounted monthly. With each of the required elements now identified, we are able to analyze the subject in the DCF analyses as shown on the following pages.

Subdivision Development Analysis – Elevon PID, IA #2

Section 2, Phase 2E

Based upon the preceding, and the cash flow presented on the following page, our prospective opinion of value as complete for the subject is \$21,400,000, or \$81,369 average/lot.

Phase 2B-2

Based upon the preceding, and the cash flow presented on the following page, our prospective opinion of value as complete for the subject is \$15,410,000, or \$81,105 average/lot.

⁵ The Dictionary of Real Estate Appraisal, 7th Edition, the Appraisal Institute, Chicago, Illinois

Reconciliation and Conclusion of Value

Reconciliation involves the weighting of alternative value indications, based on the judged reliability and applicability of each approach to value, to arrive at a final value conclusion. Reconciliation is required because different value indications result from the use of multiple approaches and within the application of a single approach.

In the previous sections, we have provided an opinion of the market value of the fee simple interest in the Elevon PID, IA #2 using three approaches. Following is a summary of the values indicated by these approaches.

The first approach used was the sales comparison approach to value the subject property by developed lot. This approach is based on the theory of substitution and implies that a purchaser would pay no more for an individual property/lot than it would cost to buy, or build, a substitute property. This approach is the most common technique for valuing individual lots, and it is the preferred method when comparable sales are available and is considered to provide a very good indication of value.

As previously discussed, the Cost Approach is judged to be inapplicable and is not utilized.

The next approach used was the net/gross ratio approach to value. This is also sometimes known as a sales ratio study. This is a ratio study that uses sales prices as proxies for market values. In this instance we utilized market data to estimate value as a percentage of gross (or retail) sales price.

The final approach used was the subdivision development analysis (discounted cash flow analysis) utilizing a projection of the future individual lot sales, historical absorption data upon the development, and deducting taxes on the developed lots, costs of sales, marketing, and management expenses. In conclusion, the subdivision development analysis is considered to provide a generally good indication of value for the subject.

The prospective values indicated by our analyses are as follows:

Summary of Prospective Market Value at Completion Indications		
Elevon PID, IA #2	Section 2, Phase 2E	Phase 2B-2
Net/Gross Ratio Market Value	\$21,780,000	\$15,720,000
Subddivision Development Analysis (DCF)	\$21,400,000	\$15,410,000
Final Opinion of Prospective Values	\$21,500,000	\$15,450,000

Conclusion

Based upon the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, the concluded opinions of value are as follows:

Value Conclusions

Parcel	Interest Appraised	Date of Value	Value Conclusion
Prospective Market Value As Completed (Section 2, Phase 2E)	Fee Simple	August 1, 2024	\$21,500,000
Prospective Market Value As Completed (Phase 2B-2)	Fee Simple	August 1, 2025	\$15,450,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. All information relative to the subject property including land areas, lot totals, lot sizes, and other pertinent data that was provided by JBI Partners, Inc. (engineers/surveyors), HMM/Stratford Elevon JV, LLC (owner/developer of Phase 2B-2), GRBK Edgewood, LLC and UMH Development, LLC (owner/developer of Section 2, Phase 2E), the city of Lavon, and the Collin Central Appraisal District is assumed to be correct.
2. The subject is proposed construction. Therefore, this report contains a prospective opinion of value. As such, we have assumed that the market conditions as discussed and considered within this report will be similar on the prospective valuation date. Further, we cannot be held responsible for unforeseeable events that alter market conditions prior to this prospective effective date.
3. Our opinions of prospective market value at completion assumes that the proposed improvements within the Elevon PID, IA #2 are completed in accordance with plans and specifications as of August 1, 2024 for Section 2, Phase 2E and August 1, 2025 for Phase 2B-2, the effective appraisal dates.
4. The values presented within this report are prospective in nature. As such, we assume that local and regional lending institutions appear to remain active within the subject's market for specific projects. Therefore, we specifically assume that the financial markets will continue to function in a competitive, efficient fashion.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

The opinions of value expressed in this report are based on estimates and forecasts that are prospective in nature and subject to considerable risk and uncertainty. Events may occur that could cause the performance of the property to differ materially from the stated estimates, such as changes in the economy, interest rates, capitalization rates, financial strength of tenants, and behavior of investors, lenders, and consumers. Additionally, these opinions and forecasts are based partly on data obtained from interviews and third-party sources, which are not always completely reliable. Although the findings are considered reasonable based on available evidence, the assignment participants are not responsible for the effects of future occurrences that cannot reasonably be foreseen at this time.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the appraisal. Based on review of recent sales transactions for similar properties and analysis of supply and demand in the local land market, the probable exposure time for the subject at the concluded market values stated previously is 9 - 12 months.

Marketing Time

Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As no significant changes in market conditions are foreseen in the near term, a reasonable marketing period for the subject is likely to be the same as the exposure time. Accordingly, the subject's marketing period is estimated at 9 - 12 months.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have previously appraised the property that is the subject of this report for another client. We have provided no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Shelley Sivakumar has not made a personal inspection of the property that is the subject of this report. Jimmy H. Jackson, MAI has not personally inspected the subject. Ernest Gatewood has not personally inspected the subject.
12. No one provided significant real property appraisal assistance to the persons signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.

14. As of the date of this report, Jimmy H. Jackson, MAI, has completed the continuing education program for Designated Members of the Appraisal Institute.
15. As of the date of this report, Ernest Gatewood has completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.



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Texas Licensed Residential Real Estate
Appraiser
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Jimmy H. Jackson, MAI
Senior Managing Director
Texas Certified General Real Estate Appraiser
License TX #1324004 G
Telephone: 972.725.7724
Email: jhackson@irr.com



Ernest Gatewood
Senior Director
Texas Certified General Real Estate Appraiser
License TX #1324355 G
Telephone: 972.725.7755
Email: egatewood@irr.com

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.

6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report, but which may have been omitted from this list of Assumptions and Limiting Conditions.

17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. IRR - Dallas, Integra Realty Resources, Inc., and their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.

24. **IRR - Dallas is an independently owned and operated company. The parties hereto agree that Integra shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR - Dallas. In addition, it is expressly agreed that in any action which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.**
25. IRR - Dallas is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. All information relative to the subject property including land areas, lot totals, lot sizes, and other pertinent data that was provided by JBI Partners, Inc. (engineers/surveyors), HMH/Stratford Elevon JV, LLC (owner/developer of Phase 2B-2), GRBK Edgewood, LLC and UMH Development, LLC (owner/developer of Section 2, Phase 2E), the city of Lavon, and the Collin Central Appraisal District is assumed to be correct.
2. The subject is proposed construction. Therefore, this report contains a prospective opinion of value. As such, we have assumed that the market conditions as discussed and considered within this report will be similar on the prospective valuation date. Further, we cannot be held responsible for unforeseeable events that alter market conditions prior to this prospective effective date.
3. Our opinions of prospective market value at completion assumes that the proposed improvements within the Elevon PID, IA #2 are completed in accordance with plans and specifications as of August 1, 2024 for Section 2, Phase 2E and August 1, 2025 for Phase 2B-2, the effective appraisal dates.
4. The values presented within this report are prospective in nature. As such, we assume that local and regional lending institutions appear to remain active within the subject's market for specific projects. Therefore, we specifically assume that the financial markets will continue to function in a competitive, efficient fashion.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Addendum A

Appraiser Qualifications

Jimmy H. Jackson, MAI

Experience

Senior Managing Director with the Dallas, Lubbock/West Texas and Oklahoma City offices of Integra Realty Resources, a full-service real estate consulting and appraisal firm.

Jimmy H. Jackson, MAI has over 38 years of experience as a commercial appraiser as well as years of experience as a seasoned real estate investor. Prior to joining Integra Realty Resources, Jackson was one of the original two founding partners of Jackson Claborn, Inc. (JCI), a real estate consulting/valuation firm that was established in 1992. JCI grew to have one of the largest staffs of commercial and residential appraisers in the Southwest and has performed valuation and consulting on a vast number of commercial property types across Texas as well as the United States. Mr. Jackson holds the MAI designation and has been involved in the analysis of virtually all types of commercial and residential properties. Mr. Jackson has experience in state and federal courts as an expert witness. Testimony has involved such varied issues as bankruptcy, taxation and condemnation. Mr. Jackson has also been involved in numerous real estate developments and personal real estate investments.

A major philanthropic achievement for Mr. Jackson was consulting with and influencing family members to provide the start-up expertise as well as the seed funding in 1994 for the formation of The Parent Project for Muscular Dystrophy/PPMD (www.parentprojectmd.org). The PPMD organization has developed into a worldwide non-profit centered to provide research funds for children suffering from Duchenne Muscular Dystrophy. Since inception, the PPMD organization has directly funded more than \$50 million in direct research and assisted and helped leverage more than \$500 million of other research related to other genetic diseases through government grants and other private funding sources. In 2008, Mr. Jackson received a Humanitarian Award from Texas Gov. Rick Perry for charitable work associated with National Jewish Hospital/NJH in Denver. Mr. Jackson currently serves as a national trustee for NJH which is the #1 respiratory care hospital in the world.

Mr. Jackson graduated from Texas Tech University in 1984 with a B.B.A. in Finance with a Real Estate Emphasis. Mr. Jackson has served on numerous professional boards, including serving on the Ethics and Counseling Panel of the North Texas Chapter of the Appraisal Institute as well as serving on the Board of Directors as well as being Chair and Co-Chair of the Public Relations Committee.

As a college student, Mr. Jackson was a member of Phi Delta Theta social fraternity and the Texas Tech Finance Association. Mr. Jackson served for eight (8) years on the Advisory Board for the Jerry Rawls College of Business Administration (COBA) at Texas Tech University. Mr. Jackson has also served as a guest lecturer on real estate entrepreneurship to upper-level COBA students at Texas Tech over the years.



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Improvement Area #2 (IA #2)



Jimmy H. Jackson, MAI

Experience (Cont'd)

Basic Core Real Estate Appraisal Services

Feasibility Studies, Absorption Studies & Demographic Studies
Highest & Best Use Studies for All Property Types
3rd Party Appraisal Reviews
Detrimental Conditions Valuation & Consulting
Encroachment Analysis
Land Use Studies & Planning/Zoning Studies
Litigation/Litigation Support
In-Depth Market Analysis for All Property Types
Tax Assessment & Mass Appraisal Analysis
Fair & Equitable Appraisal Analysis
Right of Way Analysis Appraisals
Mediation, Arbitration, & Dispute Resolution
Portfolio Valuation & Analysis
Retrospective Valuation Opinions

Appraisal of all property types including the following:

Residential

High-Rise Condominium and Garden-Style Multi-Family and Townhome Projects
High-End Residential Property
Historical Residential Property
All types of Single-Family Appraisals (Conventional, Relocation, Unique / Historical Property)

Land

Acreage (Commercial Mixed-Use)
Subdivided Land (Mixed-Use, Commercial and Industrial)
Standard Single-Family Subdivision Lot development appraisals
PID/MUD Single-Family Subdivision Lot development appraisals

Commercial, Office & Retail

Branch Banks / Financial Building
Convenience Stores / Service Stations
Convention Center / Hotel / Resort /Motel
Office Building (High Rise, over three stories)
Office Building (Low Rise, three stories or less)
Parking Facility (Lot or Garage)
Retail (Single Tenant or Free Standing)
Shopping Center (Local, Strip, Neighborhood, Community, Etc.)
Shopping Center (Power Center, Outlet Center, Lifestyle, Etc.)
Shopping Center (Super Regional, Regional Mall)

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Improvement Area #2 (IA #2)



Jimmy H. Jackson, MAI

Experience (Cont'd)

Industrial

Industrial (Heavy (Manufacturing)
Industrial (Small Office Warehouse / Mfg.)
Industrial Light (Distribution, Storage)

Special Purpose

Automobile Dealerships
Church Facilities
Collegiate Student Housing
Self-Serve and Full-Service Car Wash Facilities
Self-Storage Facilities

Professional Activities & Affiliations

Appraisal Institute, Member (MAI) Appraisal Institute

Licenses

Texas, Certified General Real Estate Appraiser, TX 1324004 G, Expires November 2024
Oklahoma, Certified General Real Estate Appraiser, 13279CGA, Expires September 2026
New Mexico, Certified General Real Estate Appraiser, 03819-G, Expires April 2025

Education

Mr. Jackson is a graduate of Texas Tech University where he received a Bachelor of Business Administration in Finance with a Real Estate Emphasis.

Miscellaneous

Member of Region 8 Ethics and Counseling Regional Panel (1992-1995)
Chair - Public Relations North Texas Chapter (2003, 2004)
Co-Chair - Public Relations North Texas Chapter (2005)
Board Member - North Texas Chapter (2005-2007)

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Improvement Area #2 (IA #2)





Shelley Sivakumar

Experience

Shelley Sivakumar has over 23 years of experience as a commercial appraiser representing Jackson Claborn, Inc. and later Integra Realty Resources. This extensive experience has formed a knowledge of the Texas real estate market with an understanding of the dynamics of market forces in both increasing, as well as declining markets. After graduating from the University of Texas at Dallas with a Bachelor of Science degree with a double major of Accounting/Finance, Ms. Sivakumar began her career in tax accounting. For the next 20 years, she managed a private multi-million-dollar individual asset portfolio. Since 1998, she has specialized in appraising master-planned residential developments and subdivisions including Public Improvement Districts in the Dallas/Fort Worth metroplex as well as outlying areas in Dallas, Collin, Rockwall, Ellis, Tarrant, Grayson, and Denton Counties. Ms. Sivakumar's appraisal experience also includes single and multi-tenant office/medical buildings, retail developments, industrial facilities, educational centers, religious facilities, townhome developments, right-of-ways (road), as well as vacant land.

In her spare time, Ms. Sivakumar enjoys equestrian riding and working out. She has competed in the 100-mile "Hotter'n Hell Hundred bike ride, one of the oldest and largest cycling events in the nation held in Wichita Falls, Texas every August.

Licenses

Texas, Licensed Residential Real Estate Appraiser, 1333354-L, Expires February 2026

Education

University of Texas at Dallas, Dallas, Texas: Bachelor of Science 1978
University of North Texas, Denton, Texas 1977
Marshall University, Huntington, West Virginia: Associate of Science 1974

Appraisal Institute Courses
A Review of Disciplinary Cases
Workfile Documentation for Appraisers
Basic Appraisal Procedures
General Appraiser Market Analysis Highest and Best Use
General Appraiser Sales Comparison Approach
General Report Writing and Case Studies
A Review of Disciplinary Cases
Workfile Documentation for Appraisers
Appraising Residential Properties
Income Property Appraisal
Real Estate Appraisal
Basic Income Capitalization

Appraisal Math & Statistics
Owner-Occupied Commercial Properties
Residential Report Writing
Modern Green Building Concepts
Ad Valorem Tax Consultation

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Improvement Area #2 (IA #2)



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Shelley Sivakumar

Integra Realty Resources - Dallas

Education (Cont'd)

The Dirty Dozen
Essential Elements of Disclosure & Disclaimer
Land & Site Valuation
Commercial Clients Want Appraisers to Know

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Market Analysis/STDB
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General Appraiser Site Valuation
& Cost Approach
Commercial Appraisal Review
Fair Housing, Bias & Discrimination
Market Analysis/STDB
USPAP
Environmental Issues
Texas Real Estate Contracts
Texas Real Estate Agency
Modern Real Estate Practice in Texas
Statistics, Modeling and Finance
General Appraiser Income Approach
Market Disturbances in Atypical Markets & Cycles

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Improvement Area #2 (IA #2)



Ernest Gatewood

Experience

Senior Director PID/MUD/SF Lot Development Valuation Specialist with the Dallas office of Integra Realty Resources DFW, a full-service real estate consulting and appraisal firm.

Mr. Gatewood has been in the appraisal field for over 40 years. This extensive experience has formed knowledge of the Texas real estate market as well as select areas throughout the entire United States. This experience has formed an understanding of the dynamics of market forces in both increasing, as well as declining markets. Mr. Gatewood began his appraisal career in 1980 at Crosson Dannis, Inc. where he spent 10 years specializing in master-planned communities. Mr. Gatewood's appraisals were utilized in the funding of Legacy Business Park in Plano, Texas as well as Stonebridge Ranch in McKinney, Texas. In 1991, Mr. Gatewood joined Heartland (Seattle, Washington) as Acquisitions Director for Texas. In this role, Mr. Gatewood was key to the development of several single-family subdivisions, a property type which he still specializes into this day. From 1992 until 2017, Mr. Gatewood represented Jackson Claborn, Inc. as the Vice President of the Commercial Division where he has helped manage the production of the commercial appraisal practice which has enhanced JCI's strong commitment to client services.

Mr. Gatewood has experience in appraising commercial, industrial, multifamily, and investment-grade real property and related tangible assets to provide opinions of value for purposes of mortgage lending, sale or purchase, financial reporting, federal tax, capital lease testing, litigation support, allocation of purchase price, estate tax planning/settlement, ad valorem taxation, property exchange, internal planning, and partial taking/just compensation by eminent domain agencies.

Property types include vacant land, agricultural land, rights of way (road and pipeline), shopping centers, single-tenant retail buildings, CBD and suburban office projects, air rights, truck terminals, light industrial facilities, heavy manufacturing plants, corporate headquarters, hospitals, surgery centers, medical office buildings, self-storage facilities, religious facilities, hotels, mixed-use developments, apartment projects, convenience stores, and single-family subdivision analyses.

Licenses

Texas, Certified General Real Estate Appraiser, TX 1324355 G, Expires December 2024

Texas, Licensed Real Estate Salesman, 277705, Expires December 2025

Education

Richland Junior College, Dallas, Texas

The University of North Texas, Denton, Texas

Miscellaneous

An affiliate of the Appraisal Institute



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Improvement Area #2 (IA #2)





About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com

Addendum B

IRR Quality Assurance Survey

IRR Quality Assurance Survey

We welcome your feedback!

At IRR, providing a quality work product and delivering on time is what we strive to accomplish. Our local offices are determined to meet your expectations. Please reach out to your local office contact so they can resolve any issues.

Integra Quality Control Team

Integra does have a Quality Control Team that responds to escalated concerns related to a specific assignment as well as general concerns that are unrelated to any specific assignment. We also enjoy hearing from you when we exceed expectations! You can communicate with this team by clicking on the link below. If you would like a follow up call, please provide your contact information and a member of this Quality Control Team will call contact you.

Link to the IRR Quality Assurance Survey: quality.irr.com

Addendum C

Definitions

Definitions

The source of the following definitions is the Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022), unless otherwise noted.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. An adequate marketing effort will be made during the exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Effective Date

1. The date on which the appraisal opinion applies. (SVP)
2. The date to which an appraiser's analysis, opinions, and conclusions apply; also referred to as *date of value*. (USPAP, 2020-2021 ed.)
3. The date that a lease goes into effect.

Entitlement

In the context of ownership, use, or development of real estate, governmental approval for annexation, zoning, utility extensions, number of lots, total floor area, construction permits, and occupancy or use permits.

Entrepreneurial Incentive

The amount an entrepreneur expects or wants to receive as compensation for providing coordination and expertise and assuming the risks associated with the development of a project. Entrepreneurial incentive is the expectation of future reward as opposed to the profit actually earned on the project.

Entrepreneurial Profit

1. A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a past project to compensate for his or her time, effort, knowledge, and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovation change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses.
2. In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also called entrepreneurial return or entrepreneurial reward.

Exposure Time

1. The time a property remains on the market.
2. An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

Highest and Best Use

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (ISV)

3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)

Investment Value

1. The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market.
2. The value of an asset to the owner or a prospective owner given individual investment or operational objectives (may also be known as worth). (IVS)

Lease

A contract in which rights to use and occupy land, space, or structures are transferred by the owner to another for a specified period of time in return for a specified rent.

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Estate

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Marketing Time

An opinion of the amount of time to sell a property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which precedes the effective date of an appraisal.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also, Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., “retrospective market value opinion.”

Definition of Aggregate of Retail Values

The sum of the separate and distinct market value opinions for each of the units in a condominium, subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as though sold together in a single transaction; it is simply the total of the individual market value conclusions.

(Source: The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, Chicago, Illinois, 2022)

Bulk Sale

The sale of multiple parcels of real estate to one buyer in one transaction. A bulk sale may include dissimilar properties in different locations or a group of lots or units in the same project. Typically, the bulk sale price is less than the sum of the values of the individual parcels.

(Source: The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, Chicago, Illinois, 2022)

Bulk Value

The value of multiple units, subdivided plots, or properties in a portfolio as though sold together in a single transaction.

(Source: The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, Chicago, Illinois, 2022)

Development Procedure

In land valuation, a technique for valuing undeveloped acreage that involves discounting the cost of development and the probable proceeds from the sale of developed sites.

(Source: The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, Chicago, Illinois, 2022)

Subdivision Development Method

A method of estimating land value when subdividing and developing a parcel of land is the highest and best use of that land. When all direct and indirect costs and entrepreneurial incentive are deducted from an estimate of the anticipated gross sales price of the finished lots (or the completed improvements on those lots), the resultant net sales proceeds are then discounted to present value at a market-derived rate over the development and absorption period to indicate the value of the land.

(Source: The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, Chicago, Illinois, 2022)

Allocation

1) The process of separating the contributory value of a component or part of an asset from the total value of the asset. 2) A method of estimating land value in which sales of improved properties are analyzed to establish a typical ratio of land value to total property value and this ratio is applied to the property being appraised or the comparable sale being analyzed."

(Source: The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, Chicago, Illinois, 2022)

Extraction

1) A method of estimating land value in which the depreciated cost of the improvements on an improved property is calculated and deducted from the total sale price to arrive at an estimated sale price for the land. 2) A method of deriving capitalization rates from property sales when sale price and net operating income are known.

(Source: The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, Chicago, Illinois, 2022)

Residual

The quantity left over; in appraising, a term used to describe the result of an appraisal procedure in which known components of value are accounted for, thus solving for the quantity that is left over, such as land residual or building residual.

(Source: The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, Chicago, Illinois, 2022)

Addendum D

Property Information

Tax Data

Property Search

Property ID: 2850234 - Tax Year: **2024**

General Information

Property ID	2850234
Property Status	Active
Geographic ID	R-6740-003-0380-1
Property Type	Real
Total Land Area	45.4880 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	S M Rainer Survey
Primary State Code	C1 (Vacant Residential Lots (In City))
Legal Description	ABS A0740 S M RAINER SURVEY, SHEET 3, TRACT 38, 45.488 ACRES

Owner Information

Owner ID	1004691
Owner Name(s)	Grbk Edgewood LLC
Exemptions	None
Percent Ownership	100.00%
Mailing Address	5501 Headquarters Dr Ste 300W Plano, TX 75024-6192
Tax Agent	Ryan Llc

2024 Value Information

The values shown here are the 2024 Notice values.

Improvement Homesite Value	\$0
Improvement Non-Homesite Value	\$0
Total Improvement Market Value	\$0

Land Homesite Value	\$0
Land Non-Homesite Value	\$1,819,520
Land Agricultural Market Value	\$0
Total Land Market Value	\$1,819,520

Total Market Value	\$1,819,520
Agricultural Use Loss	\$0
Total Appraised Value	\$1,819,520
Homestead Cap Loss	\$0
Total Assessed Value	\$1,819,520

The values shown here are the 2024 Notice values.

Entities

Taxing Entity	Tax Rate	Collected By
CLA (Lavon City)	0.420000 (2023 Rate)	Collin County Tax Office
GCN (Collin County)	0.149343 (2023 Rate)	Collin County Tax Office
JCN (Collin College)	0.081220 (2023 Rate)	Collin County Tax Office
SCO (Community ISD)	1.257500 (2023 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 2850234 in the year 2024.

Land Segments

Land Segment #1	Residential Single Family
State Code	C1 (Vacant Residential Lots (In City))
Homesite	No
Market Value	
Ag Use Value	n/a
Land Size	45.4880 acres 1,981,457 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2023	\$0	\$2,094,720	\$2,094,720	\$0	\$2,094,720	\$0	\$2,094,720
2022	\$0	\$1,204,464	\$1,204,464	\$1,199,878	\$4,586	\$0	\$4,586

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
11/12/2021	MA ELEVON 429 LLC	GRBK EDGEWOOD LLC	20211118002365420	
11/12/2021	FAR EAST LAVON LP	MA ELEVON 429 LLC	20211115002333070	

SB 541 – Amends Section 25.027 of the Property Tax Code, effective September 1, 2005

RESTRICTION ON POSTING DETAILED IMPROVEMENT INFORMATION ON INTERNET WEBSITE:

Information in appraisal records may not be posted on the Internet if the information is a photograph, sketch, or floor plan of an improvement to real property that is designed primarily for use as a human residence. This section does not apply to an aerial photograph that depicts five or more separately owned buildings.

HB 394 – Amends Section 25.027 of the Property Tax Code, effective September 1, 2015

RESTRICTION ON POSTING AGE RELATED INFORMATION ON INTERNET WEBSITE:

Information in appraisal records may not be posted on the Internet if the information indicates the age of a property owner, including information indicating that a property owner is 65 years of age or older.

Property Search



Property ID: 2850237 - Tax Year: **2024**

This property is eFile eligible!
[Click here to eFile your protest.](#)

General Information

Property ID	2850237
Property Status	Active
Geographic ID	R-6740-003-0400-1
Property Type	Real
Total Land Area	11,1687 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	 S M Rainer Survey
Primary State Code	C1 (Vacant Residential Lots (In City))
Legal Description	ABS A0740 S M RAINER SURVEY, SHEET 3, TRACT 40, 11,1687 ACRES

Owner Information

Owner ID	1231262
Owner Name(s)	 Umh Development LLC
Exemptions	None
Percent Ownership	100.00%
Mailing Address	5001 L B J Fwy Ste 450 Dallas, TX 75244-6192
Tax Agent	 Smith & Douglas, Inc

2024 Value Information

Improvement Homesite Value	\$0
Improvement Non-Homesite Value	\$0
Total Improvement Market Value	\$0
Land Homesite Value	\$0
Land Non-Homesite Value	\$413,242
Land Agricultural Market Value	\$0
Total Land Market Value	\$413,242
Total Market Value	\$413,242
Agricultural Use Loss	\$0
Total Appraised Value	\$413,242
Homestead Cap Loss	\$0
Total Assessed Value	\$413,242

Entities

Taxing Entity	Tax Rate	Collected By
CLA (Lavon City)	0,420000 (2023 Rate)	Collin County Tax Office
GCN (Collin County)	0,149343 (2023 Rate)	Collin County Tax Office
JCN (Collin College)	0,081220 (2023 Rate)	Collin County Tax Office
SCO (Community ISD)	1,257500 (2023 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 2850237 in the year 2024.

Land Segments

Land Segment #1	Residential Single Family
State Code	C1 (Vacant Residential Lots (In City))
Homesite	No
Market Value	\$413,242

Improvement Area #2 (IA #2)



Ag Use Value	n/a
Land Size	11.1687 acres 486,509 sq. ft.

Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2023	\$0	\$479,964	\$479,964	\$0	\$479,964	\$0	\$479,964
2022	\$0	\$324,300	\$324,300	\$323,020	\$1,280	\$0	\$1,280

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
11/12/2021	MA ELEVON 429 LLC	UMH DEVELOPMENT LLC	20211118002365180	
11/12/2021	FAR EAST LAVON LP	MA ELEVON 429 LLC	20211115002333070	

SB 541 – Amends Section 25.027 of the Property Tax Code, effective September 1, 2005

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HB 394 – Amends Section 25.027 of the Property Tax Code, effective September 1, 2015

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Property Search

Property ID: 2850231 - Tax Year: 2024

General Information

Property ID	2850231
Property Status	Active
Geographic ID	R-6740-003-0290-1
Property Type	Real
Total Land Area	38.0640 acres
Total Improvement Main Area	n/a
Abstract/Subdivision	S M Rainer Survey
Primary State Code	C1 (Vacant Residential Lots (In City))
Legal Description	ABS A0740 S M RAINER SURVEY, SHEET 3, TRACT 29, 38.064 ACRES

Owner Information

Owner ID	1231276
Owner Name(s)	Hmh/Stratford Elevation Jv LLC
Exemptions	None
Percent Ownership	100.00%
Mailing Address	1038 Texan Trl Grapevine, TX 76051-3711
Tax Agent	Ad Valorem Advisors Inc

2024 Value Information

Improvement Homesite Value	\$0
Improvement Non-Homesite Value	\$0
Total Improvement Market Value	\$0
Land Homesite Value	\$0
Land Non-Homesite Value	\$1,465,464
Land Agricultural Market Value	\$0
Total Land Market Value	\$1,465,464
Total Market Value	\$1,465,464
Agricultural Use Loss	\$0
Total Appraised Value	\$1,465,464
Homestead Cap Loss	\$0
Total Assessed Value	\$1,465,464

Entities

Taxing Entity	Tax Rate	Collected By
CLA (Lavon City)	0.420000 (2023 Rate)	Collin County Tax Office
GCN (Collin County)	0.149343 (2023 Rate)	Collin County Tax Office
JCN (Collin College)	0.081220 (2023 Rate)	Collin County Tax Office
SCO (Community ISD)	1.257500 (2023 Rate)	Collin County Tax Office

Improvements

Our records don't show any improvement data for Property ID 2850231 in the year 2024.

Land Segments

Land Segment #1	Residential Single Family
State Code	C1 (Vacant Residential Lots (In City))
Homesite	No
Market Value	\$1,465,464
Ag Use Value	n/a



Land Size	38.0640 acres 1,658,068 sq. ft.
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Value History

Year	Improvement	Land	Market	Ag Loss	Appraised	HS Cap Loss	Assessed
2023	\$0	\$3,395,315	\$3,395,315	\$0	\$3,395,315	\$0	\$3,395,315
2022	\$0	\$2,028,370	\$2,028,370	\$2,016,050	\$12,320	\$0	\$12,320

Deed History

Deed Date	Seller	Buyer	Instr #	Volume/Page
11/12/2021	MA ELEVON 429 LLC	HMH/STRATFORD ELEVON JV LLC	20211118002367850	
11/12/2021	PETRO-HUNT LLC	MA ELEVON 429 LLC	20211115002333070	

SB 541 – Amends Section 25.027 of the Property Tax Code, effective September 1, 2005

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Legal Descriptions

Section 2, Phase 2E Land – 65.340 Acres

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 472.8955 acre tract of land described in deed to Far East Lavon, L.P. as recorded in Volume 5873, Page 3522, Official Public Records of Collin County, Texas, and also being a part of that called 180.339 acre tract of land described in deed to Petro-Hunt, L.L.C. as recorded in Volume 5588, Page 3612, Official Public Records of Collin County, Texas, and being further described as follows:

COMMENCING at a one-half inch iron rod with cap stamped “USA INC. PROP. COR” found at the southwest corner of said 180.339 acre tract, said point being the southeast corner of Lot 29, Lavon Ranchettes Plat, an Addition to Collin County as recorded in Volume B, Page 45, Official Public Records of Collin County, Texas, said point also being in the north right-of-way line of County Road 541, from which said point bears South 89 degrees 10 minutes 57 seconds East, 848.67 feet along the south line of said 180.339 acre tract to a one-half inch iron rod found at the southwest corner of that called 1.05 acre tract of land described in deed to Donald Stiles as recorded in Document Number 20200821001383600;

THENCE North 72 degrees 52 minutes 25 seconds East, 4,471.74 feet to the POINT OF BEGINNING;

THENCE North 37 degrees 05 minutes 08 seconds West, 110.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 07 degrees 54 minutes 52 seconds East, 14.14 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 42 degrees 47 minutes 46 seconds West, 50.25 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 82 degrees 05 minutes 08 seconds West, 14.14 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 37 degrees 05 minutes 08 seconds West, 346.08 to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 206.77 feet along a curve to the right having a central angle of 31 degrees 35 minutes 33 seconds, a radius of 375.00 feet, a tangent of 106.09 feet and whose chord bears North 21 degrees 17 minutes 21 seconds West, 204.16 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 05 degrees 29 minutes 35 seconds West, 87.20 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 529.97 feet along a curve to the left having a central angle of 29 degrees 37 minutes 27 seconds, a radius of 1,025.00 feet, a tangent of 271.05 feet and whose chord bears North 20 degrees 18 minutes 18 seconds West, 524.08 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 35 degrees 07 minutes 02 seconds West, 200.65 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northwesterly, 55.38 feet along a curve to the left having a central angle of 03 degrees 50 minutes 47 seconds, a radius of 825.00 feet, a tangent of 27.70 feet and whose chord bears North 37 degrees 02 minutes 25 seconds West, 55.37 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Northeasterly, 150.39 feet along a curve to the right having a central angle of 12 degrees 45 minutes 55 seconds, a radius of 675.00 feet, a tangent of 75.51 feet and whose chord bears North 58 degrees 23 minutes 38 seconds East, 150.08 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 25 degrees 12 minutes 04 seconds West, 126.85 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 01 degrees 49 minutes 20 seconds West, 826.53 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 88 degrees 10 minutes 40 seconds East, 251.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE South 57 degrees 19 minutes 17 seconds East, 211.03 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 32 degrees 40 minutes 43 seconds East, 126.45 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 15 degrees 53 minutes 22 seconds West, 13.34 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 63 degrees 02 minutes 13 seconds West, 12.06 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE North 26 degrees 31 minutes 02 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

THENCE Southeasterly, 372.60 feet along a curve to the right having a central angle of 25 degrees 52 minutes 38 seconds, a radius of 825.00 feet, a tangent of 189.54 feet and whose chord bears South 50 degrees 32 minutes 39 seconds East, 369.45 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 52 degrees 23 minutes 40 seconds East, 228.59 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE North 27 degrees 23 minutes 01 seconds East, 204.73 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 89 degrees 59 minutes 16 seconds East, 238.16 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 46 degrees 40 minutes 06 seconds East, 327.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 188.34 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 15.14 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 79 degrees 44 minutes 49 seconds East, 91.32 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 10 degrees 15 minutes 11 seconds West, 24.19 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 11 degrees 36 minutes 37 seconds West, 30.55 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 15 degrees 04 minutes 19 seconds West, 47.37 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 18 degrees 48 minutes 02 seconds West, 186.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 49 minutes 03 seconds West, 50.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 21 degrees 41 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 23 degrees 24 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 07 minutes 34 seconds West, 42.99 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 16 minutes 04 seconds West, 14.20 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 26 degrees 33 minutes 05 seconds West, 330.74 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 35 degrees 41 minutes 29 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Northwesterly, 122.12 feet along a curve to the left having a central angle of 05 degrees 07 minutes 33 seconds, a radius of 1,365.00 feet, a tangent of 61.10 feet, and whose chord bears North 56 degrees 52 minutes 18 seconds West, 122.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 30 degrees 33 minutes 56 seconds West, 120.15 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 60 degrees 06 minutes 27 seconds East, 9.84 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 57 degrees 51 minutes 21 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 55 degrees 35 minutes 59 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 53 degrees 34 minutes 53 seconds East, 48.93 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 51 degrees 29 minutes 01 seconds East, 48.94 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 49 degrees 23 minutes 06 seconds East, 48.96 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 47 degrees 17 minutes 09 seconds East, 48.98 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 45 degrees 11 minutes 07 seconds East, 49.01 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 43 degrees 05 minutes 01 seconds East, 49.04 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 40 degrees 58 minutes 50 seconds East, 49.08 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 38 degrees 53 minutes 17 seconds East, 48.54 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 36 degrees 52 minutes 59 seconds East, 45.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 33 degrees 57 minutes 44 seconds East, 91.25 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 19 degrees 19 minutes 42 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 118.08 feet along a curve to the left having a central angle of 06 degrees 19 minutes 23 seconds, a radius of 1,070.00 feet, a tangent of 59.10 feet and whose chord bears South 67 degrees 30 minutes 37 seconds West, 118.02 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 25 degrees 39 minutes 05 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE Southwesterly, 189.59 feet along a curve to the left having a central angle of 11 degrees 26 minutes 03 seconds, a radius of 950.00 feet, a tangent of 95.11 feet and whose chord bears South 58 degrees 37 minutes 54 seconds West, 189.27 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

THENCE South 52 degrees 54 minutes 52 seconds West, 830.17 feet to the POINT OF BEGINNING and containing 2,846,226 square feet or 65.340 acres of land.

Phase 2B-2 Land – 38.064 Acres

Being a parcel of land located in Collin County, Texas, a part of the Samuel M. Rainer Survey, Abstract Number 740, and being a part of that called 88.190 acre tract of land described in deed to HMH/STRATFORD ELEVON JV, LLC as recorded in Document Number 20211118002367850, Official Public Records of Collin County, Texas and being further described as follows:

BEGINNING at a one-half inch iron rod with yellow cap stamped “JBI” found at the southeast corner of said 88.190 acre tract, said point being in the north right-of-way line of Watkins Road;

THENCE along the south line of said 88.190 acre tract and along the north right-of-way line of Watkins Road as follows:

North 89 degrees 28 minutes 43 seconds West, 190.57 feet to a one-half inch iron rod with cap stamped "USA INC. PROP. COR" found for corner;

North 89 degrees 23 minutes 25 seconds West, 639.80 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner in the east right of way line of Pleasant Field Drive, a fifty foot wide right-of-way as recorded in Document Number 2023-522, Official Public Records of Collin County, Texas;

THENCE along the east right-of-way line of said Pleasant Field Drive:

North 00 degrees 43 minutes 43 seconds East, 155.23 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

Northwesterly, 130.54 feet along a curve to the left, having a central angle of 13 degrees 00 minutes 28 seconds, a radius of 575.00 feet, a tangent of 65.55 feet and whose chord bears North 05 degrees 46 minutes 31 seconds West, 130.26 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

North 12 degrees 16 minutes 44 seconds West, 86.64 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

Northwesterly, 83.37 feet along a curve to the right, having a central angle of 09 degrees 05 minutes 57 seconds, a radius of 525.00 feet, a tangent of 41.78 feet and whose chord bears North 07 degrees 43 minutes 46 seconds West, 83.29 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner in the south right-of-way line of Gentle Bird Drive, a fifty foot right-of-way as recorded in Document Number 2023-522, Official Public Records of Collin County, Texas;

THENCE along the South, East and North right-of-way lines of said Gentle Bird Drive as follows:

South 89 degrees 16 minutes 17 seconds East, 33.88 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 00 degrees 43 minutes 43 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 89 degrees 16 minutes 17 seconds West, 34.91 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner in the east right-of-way line of said Pleasant Field Drive;

THENCE along the east right-of-way line of said Pleasant Field Drive as follows:

Northeasterly, 122.47 feet along a curve to the right, having a central angle of 13 degrees 21 minutes 56 seconds, a radius of 525.00 feet, a tangent of 61.51 feet and whose chord bears North 08 degrees 57 minutes 46 seconds East, 122.19 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 15 degrees 38 minutes 44 seconds East, 31.59 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

Northeasterly, 81.33 feet along a curve to the left, having a central angle of 08 degrees 52 minutes 34 seconds, a radius of 525.00, a tangent of 40.75 feet and whose chord bears North 11 degrees 12 minutes 27 seconds East, 81.25 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 06 degrees 46 minutes 10 seconds East, 41.38 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner in the south right-of-way line of Merry Summit Road, a fifty foot right-of-way, as recorded in Document Number 2023-552, Official Public Records of Collin County, Texas;

THENCE along the south, east, and north right-of-way lines of said Merry Summit Road as follows:

South 83 degrees 13 minutes 50 seconds East, 30.50 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 06 degrees 46 minutes 10 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 83 degrees 13 minutes 50 seconds West, 42.79 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner of Lot 16, Block E of Elevon Section 2 Phase 2B-1, an addition to Collin County, Texas as recorded in Document Number 2023-522, Official Public Records of Collin County, Texas;

THENCE along the east line of said Elevon Section 2 Phase 2B-1 as follows:

North 06 degrees 46 minutes 10 seconds East, 120.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” found at the northeast corner of said Lot 16;

North 83 degrees 13 minutes 50 seconds West, 83.98 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 82 degrees 56 minutes 36 seconds West, 17.01 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 81 degrees 47 minutes 24 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 80 degrees 02 minutes 35 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 78 degrees 17 minutes 47 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 76 degrees 32 minutes 58 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 74 degrees 48 minutes 09 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 73 degrees 03 minutes 21 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 71 degrees 18 minutes 32 seconds West, 53.05 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 70 degrees 10 minutes 49 seconds West, 15.51 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 69 degrees 55 minutes 29 seconds West, 358.57 to a one-half inch iron rod with yellow cap stamped “JBI” found for corner at the northwest corner of Lot 1, Block E of said Elevon Section 2 Phase 2B-1, said point being in the east right-of-way line of Silent Pond Park, a fifty foot right-of-way as recorded in Document Number 2023-522, Official Public Records of Collin County, Texas;

THENCE North 20 degrees 04 minutes 31 seconds East, 120.00 feet along the east right-of-way line of said Silent Pond Park to a one-half inch iron rod with yellow cap stamped “JBI” found in the south right-of-way line of Clear Air Way, a fifty foot right-of-way line as recorded in Document Number 2023-522, Official Public Records of Collin County, Texas;

THENCE along the south, east, and north right-of-way lines of said Clear Air Way as follows:

South 69 degrees 55 minutes 29 seconds East, 36.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 20 degrees 04 minutes 31 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 69 degrees 55 minutes 29 seconds West, 36.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner in the east right-of-way line of said Silent Pond Park;

THENCE along the east right-of-way line of said Silent Pond Park as follows:

North 20 degrees 04 minutes 31 seconds East, 58.41 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

Northeasterly, 150.42 feet along a curve to the right, having a central angle of 14 degrees 59 minutes 19 seconds, a radius of 575.00 feet, a tangent of 75.64 feet and whose chord bears North 27 degrees 34 minutes 10 seconds East, 149.99 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 35 degrees 03 minutes 50 seconds East, 74.43 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner in the south right-of-way line of Embrace Court, a fifty foot right-of-way as recorded in Document Number 2023-522, Official Public Records of Collin County, Texas;

THENCE along the south and east right-of way lines of said Embrace Court as follows:

Southeasterly, 36.03 feet along a curve to the left, having a central angle of 01 degrees 33 minutes 07 seconds, a radius of 1,330.00 feet, a tangent of 18.02 feet and whose chord bears South 56 degrees 47 minutes 21 seconds East, 36.03 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 32 degrees 26 minutes 05 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped “JBI” found in the south line of Lot 18, Block D of said Elevon Section 2 Phase 2B-1;

THENCE along the east line of said Elevon Section 2 Phase 2B-1 as follows:

Southeasterly, 86.58 feet along a curve to the left, having a central angle of 03 degrees 52 minutes 31 seconds, a radius of 1,280.00 feet, a tangent of 43.30 feet and whose chord bears South 59 degrees 30 minutes 11 seconds East, 86.56 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

North 35 degrees 03 minutes 50 seconds East, 120.86 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

South 64 degrees 07 minutes 37 seconds East, 81.37 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

South 67 degrees 29 minutes 18 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

South 70 degrees 11 minutes 28 seconds East, 54.71 to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

South 72 degrees 53 minutes 37 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped “JBI” found for corner;

South 75 degrees 35 minutes 47 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 78 degrees 17 minutes 56 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 81 degrees 00 minutes 06 seconds East, 54.71 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 82 degrees 47 minutes 30 seconds East, 17.77 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 83 degrees 13 minutes 50 seconds East, 343.76 feet to a one-half inch iron rod with yellow cap stamped "JBI" found at the southeast corner of Lot 1, Block D of said Eleveon Section 2 Phase 2B-1, said point being in the west right-of-way line of Wishing Pond Road, a fifty foot right-of-way as recorded in Document Number 2023-522, Official Public Records of Collin County, Texas;

THENCE South 06 degrees 46 minutes 10 seconds West, 120.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found in the north right-of-way line of said Embrace Court;

THENCE along the north, west, and south right-of-way line of said Embrace Court as follows:

North 83 degrees 13 minutes 50 seconds West, 15.50 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 06 degrees 46 minutes 10 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 83 degrees 13 minutes 50 seconds East, 15.50 feet to a one-half inch iron rod with yellow cap stamped "JBI" found in the west right-of-way line of Wishing Pond Road;

THENCE along the west, south and east right-of-way line of said Wishing Pond Road as follows:

South 06 degrees 46 minutes 10 seconds West, 35.50 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 83 degrees 13 minutes 50 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 06 degrees 46 minutes 10 seconds East, 35.50 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner in the south right-of-way line of said Embrace Drive;

THENCE along the south and east lines of said Embrace Drive as follows:

South 83 degrees 13 minutes 50 seconds East, 334.17 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

North 06 degrees 46 minutes 10 seconds East, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" found in the north right-of-way line of said Embrace Court, said point being in the south line of Lot 2X, Block M of Eleveon Parkway, an addition to Collin County, Texas as recorded in Document Number 2023-687, Official Public Records of Collin County, Texas;

THENCE along the south line of said Lot 2X, Block M as follows:

Southeasterly, 116.68 feet along a curve to the right, having a central angle of 133 degrees 42 minutes 04 seconds, a radius of 50.00 feet, a tangent of 116.94 feet and whose chord bears South 61 degrees 22 minutes 49 seconds East, 91.95 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 84 degrees 31 minutes 47 seconds East, 105.40 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 82 degrees 50 minutes 49 seconds East, 95.73 feet to a one-half inch iron rod with yellow cap stamped "JBI" found in the east line of said 88.190 acre tract, said point being in the south line of Lot 1X, Block M of said Elevon Parkway, said point being in the east line of a seventy five foot wide Atmos Gas Easement as recorded in Document Number 20211117002354490, Official Public Records of Collin County, Texas, said point also being in the west line of Elevon Section 2 Phase 2D, an addition to Collin County, Texas as recorded in Document Number 2023-691, Official Public Records of Collin County, Texas;

THENCE South 07 degrees 09 minutes 11 seconds West, 1,277.53 feet along the east line of said 88.190 acre tract, along the east line of said seventy five foot wide Atmos Gas Easement and along the west line of said Elevon Section 2 Phase 2D to the POINT OF BEGINNING and containing 1,658,078 square feet or 38.064 acres of land.

Addendum E

Comparable Data

Land Sales - 40' Frontage Lots

Land Sale Profile

Sale No. 1

Location & Property Identification

Property Name: Wyndham Ridge - 40' Lots
Sub-Property Type: Residential, Single Family Residence Site
Address: West side of Sachse Road, east of Highland Road
City/State/Zip: Wylie, TX 75098
County: Collin
Submarket: Wylie
Market Orientation: Suburban
IRR Event ID: 2785952



Sale Information

Sale Price: \$80,000
Effective Sale Price: \$80,000
Sale Date: 10/19/2023
Sale Status: Closed
\$/Acre(Gross): \$757,576
\$/Land SF(Gross): \$17.39
\$/Acre(Usable): \$757,576
\$/Land SF(Usable): \$17.39
\$/Unit (Potential): \$2,000 /Unit
Grantor/Seller: Richard M. Skorburg Interests, Inc.
Grantee/Buyer: Meritage Homes of Texas LLC
Property Rights: Fee Simple
Financing: Cash to seller
Terms of Sale Comments: The base lot price was set at \$80,000/lot for substantial completion by October 2023 with an annual 6.0% escalation.

Document Type: Deed
Recording No.: 2023000121336
Verified By: Shelley Sivakumar
Verification Date: 10/30/2023

Confirmation Source: Bryan Holland (Skorburg Co.)
Verification Type: Confirmed-Other

Improvement and Site Data

Legal/Tax/Parcel ID: Under construction/Tax ID 2120884 (vacant land)
Acres(Usable/Gross): 0.11/0.11
Land-SF(Usable/Gross): 4,600/4,600
Usable/Gross Ratio: 1.00
No. of Units (Potential): 40
Shape: Rectangular
Topography: Level
Frontage Desc.: 40' x 115'
Zoning Code: PD
Zoning Desc.: Planned Development
Flood Plain: No
Utilities: Water Public, Sewer
Source of Land Info.: Public Records

Comments

These lots are located in the Wylie ISD.

Wyndham Ridge - 40' Lots



Land Sale Profile

Sale No. 2

Location & Property Identification

Property Name:	Manors at Woodbridge - 40' Lots
Sub-Property Type:	Residential, Single Family Residence Site
Address:	West side of Woodbridge Parkway, south of Hensley Lane
City/State/Zip:	Wylie, TX 75098
County:	Collin
Submarket:	Wylie
Market Orientation:	Suburban
Property Location:	2705 Woodland Court
IRR Event ID:	2783028



Sale Information

Sale Price:	\$77,500
Effective Sale Price:	\$77,500
Sale Date:	07/20/2023
Sale Status:	Closed
\$/Acre(Gross):	\$767,327
\$/Land SF(Gross):	\$17.61
\$/Acre(Usable):	\$767,327
\$/Land SF(Usable):	\$17.61
\$/Unit (Potential):	\$1,938 /Unit
Grantor/Seller:	Manors at Woodbridge, LTD
Grantee/Buyer:	Megatel Homes, LLC
Property Rights:	Fee Simple
Financing:	Cash to seller
Terms of Sale Comments:	The base lot price was set at \$77,500/lot at substantial completion in July 2023 with an annual escalation set at 6.0%.
Document Type:	Deed
Recording No.:	2023000083658
Verified By:	Shelley Sivakumar
Verification Date:	02/19/2024

Confirmation Source: Bryan Holland (214-888-8854)

Verification Type: Confirmed-Buyer

Improvement and Site Data

Legal/Tax/Parcel ID:	Manors at Woodbridge, Block B, Lot 54/Tax ID 289353
Acres(Usable/Gross):	0.10/0.10
Land-SF(Usable/Gross):	4,400/4,400
Usable/Gross Ratio:	1.00
No. of Units (Potential):	40
Shape:	Rectangular
Topography:	Level
Frontage Feet:	40
Frontage Desc.:	40' x 110'
Zoning Code:	PD
Zoning Desc.:	Planned Development
Flood Plain:	No
Utilities:	Water Public, Sewer
Source of Land Info.:	Engineering Report

Comments

This development was platted and developed with 90 lots on 11.835 acres. Lots in this development are located in

Manors at Woodbridge - 40' Lots



Comments (Cont'd)

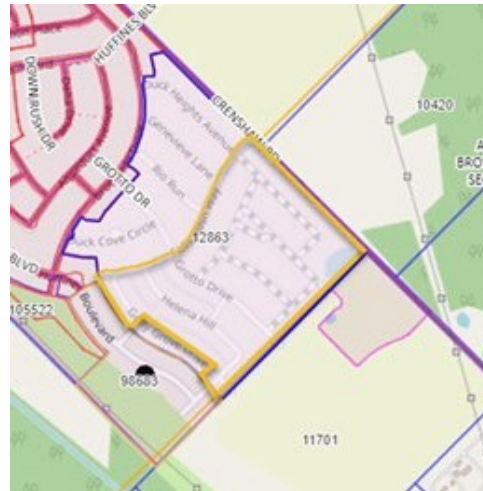
the Wylie ISD.

Land Sale Profile

Sale No. 3

Location & Property Identification

Property Name:	Waterscape PID, IA #4 (Phase 3B) - 40' Lots
Sub-Property Type:	Residential, Finished SFR Lots
Address:	Southwest side of Crenshaw Road, southeast of FM-548
City/State/Zip:	Royse City, TX 75189
County:	Rockwall
Submarket:	RoyseCity
Market Orientation:	Suburban
IRR Event ID:	3225892



Sale Information

Sale Price:	\$66,000
Effective Sale Price:	\$66,000
Sale Date:	06/30/2024
Sale Status:	In-Contract
\$/Acre(Gross):	\$598,911
\$/Land SF(Gross):	\$13.75
\$/Unit (Potential):	\$1,650 /Unit
Grantor/Seller:	HC Royse 548 LLC
Grantee/Buyer:	Highland Homes - Dallas, LLC
Property Rights:	Fee Simple
Financing:	Cash to seller
Terms of Sale Comments:	The base lot price was set for substantial completion by 2Q2024. All lots are contracted with an annual 6% escalation plus additional fees.
Document Type:	Contract of Sale
Verified By:	Shelley Sivakumar
Verification Date:	02/07/2024
Confirmation Source:	Barry Jameson (972-347-6414)
Verification Type:	Confirmed-Seller

Improvement and Site Data

Legal/Tax/Parcel ID:	Tax ID 12863 as vacant land
Acres(Gross):	0.11
Land-SF(Gross):	4,800
No. of Units (Potential):	40
Shape:	Rectangular
Topography:	Level
Frontage Feet:	40
Frontage Desc.:	40' x 120'
Zoning Code:	PD
Zoning Desc.:	Planned Development
Flood Plain:	No
Utilities:	Water Public, Sewer
Source of Land Info.:	Engineering Report

Comments

Lots in Phase 3B are nearing completion and are located within the Waterscape PID, IA #4. All lots are within the Royse City ISD.

Waterscape PID, IA #4 (Phase 3B) - 40' Lots



Land Sale Profile

Sale No. 4

Location & Property Identification

Property Name: Creekside PID, IA #2 (Phase 2B) - 40' Lots

Sub-Property Type: Residential, Finished SFR Lots

Address: Northwest of SH-66 at River Bend Road

City/State/Zip: Royse City, TX 75189

County: Collin

Submarket: RoyseCity

Market Orientation: Suburban

IRR Event ID: 3225884



Sale Information

Sale Price: \$70,000

Effective Sale Price: \$70,000

Sale Date: 06/28/2024

Sale Status: In-Contract

\$/Acre(Gross): \$693,069

\$/Land SF(Gross): \$15.91

\$/Unit (Potential): \$1,750 /Unit

Grantor/Seller: HT Hwy 66 Development, LP

Grantee/Buyer: UnionMain Homes, LLC

Property Rights: Fee Simple

Financing: Cash to seller

Terms of Sale Comments: The base lot price was set for substantial completion expected by 2Q2024. All lots are contracted with a 6% escalation and miscellaneous fees.

Document Type: Contract of Sale

Verified By: Shelley Sivakumar

Verification Date: 02/09/2024

Confirmation Source: Doug Wolfe (972-742-0393)

Verification Type: Confirmed-Seller

Improvement and Site Data

Legal/Tax/Parcel ID: Part of Tax ID 2805420 as vacant land

Acres(Gross): 0.10

Land-SF(Gross): 4,400

No. of Units (Potential): 40

Shape: Rectangular

Topography: Level

Frontage Feet: 40

Frontage Desc.: 40' x 110'

Zoning Code: PD

Zoning Desc.: Planned Development

Flood Plain: No

Date: 06/02/2009

Utilities: Water Public, Sewer

Source of Land Info.: Engineering Report

Comments

Lots in Phase 2B are located within the Creekside PID, IA #2 and are nearing completion. All lots are within the Royse City ISD.

Creekside PID, IA #2 (Phase 2B) - 40' Lots



Land Sales - 45' Frontage Lots

Land Sale Profile

Sale No. 1

Location & Property Identification

Property Name: Wyndham Ridge - 40' Lots
Sub-Property Type: Residential, Single Family Residence Site
Address: West side of Sachse Road, east of Highland Road
City/State/Zip: Wylie, TX 75098
County: Collin
Submarket: Wylie
Market Orientation: Suburban
IRR Event ID: 2785952



Sale Information

Sale Price: \$80,000
Effective Sale Price: \$80,000
Sale Date: 10/19/2023
Sale Status: Closed
\$/Acre(Gross): \$757,576
\$/Land SF(Gross): \$17.39
\$/Acre(Usable): \$757,576
\$/Land SF(Usable): \$17.39
\$/Unit (Potential): \$2,000 /Unit
Grantor/Seller: Richard M. Skorburg Interests, Inc.
Grantee/Buyer: Meritage Homes of Texas LLC
Property Rights: Fee Simple
Financing: Cash to seller
Terms of Sale Comments: The base lot price was set at \$80,000/lot for substantial completion by October 2023 with an annual 6.0% escalation.
Document Type: Deed
Recording No.: 2023000121336
Verified By: Shelley Sivakumar
Verification Date: 10/30/2023

Confirmation Source: Bryan Holland (Skorburg Co.)
Verification Type: Confirmed-Other

Improvement and Site Data

Legal/Tax/Parcel ID: Under construction/Tax ID 2120884 (vacant land)
Acres(Usable/Gross): 0.11/0.11
Land-SF(Usable/Gross): 4,600/4,600
Usable/Gross Ratio: 1.00
No. of Units (Potential): 40
Shape: Rectangular
Topography: Level
Frontage Desc.: 40' x 115'
Zoning Code: PD
Zoning Desc.: Planned Development
Flood Plain: No
Utilities: Water Public, Sewer
Source of Land Info.: Public Records

Comments

These lots are located in the Wylie ISD.

Wyndham Ridge - 40' Lots



Land Sale Profile

Sale No. 2

Location & Property Identification

Property Name: Manors at Woodbridge - 40' Lots

Sub-Property Type: Residential, Single Family Residence Site

Address: West side of Woodbridge Parkway, south of Hensley Lane

City/State/Zip: Wylie, TX 75098

County: Collin

Submarket: Wylie

Market Orientation: Suburban

Property Location: 2705 Woodland Court

IRR Event ID: 2783028



Sale Information

Sale Price: \$77,500

Effective Sale Price: \$77,500

Sale Date: 07/20/2023

Sale Status: Closed

\$/Acre(Gross): \$767,327

\$/Land SF(Gross): \$17.61

\$/Acre(Usable): \$767,327

\$/Land SF(Usable): \$17.61

\$/Unit (Potential): \$1,938 /Unit

Grantor/Seller: Manors at Woodbridge, LTD

Grantee/Buyer: Megatel Homes, LLC

Property Rights: Fee Simple

Financing: Cash to seller

Terms of Sale Comments: The base lot price was set at \$77,500/lot at substantial completion in July 2023 with an annual escalation set at 6.0%.

Document Type: Deed

Recording No.: 2023000083658

Verified By: Shelley Sivakumar

Verification Date: 02/19/2024

Confirmation Source: Bryan Holland (214-888-8854)

Verification Type: Confirmed-Buyer

Improvement and Site Data

Legal/Tax/Parcel ID: Manors at Woodbridge, Block B, Lot 54/Tax ID 289353

Acres(Usable/Gross): 0.10/0.10

Land-SF(Usable/Gross): 4,400/4,400

Usable/Gross Ratio: 1.00

No. of Units (Potential): 40

Shape: Rectangular

Topography: Level

Frontage Feet: 40

Frontage Desc.: 40' x 110'

Zoning Code: PD

Zoning Desc.: Planned Development

Flood Plain: No

Utilities: Water Public, Sewer

Source of Land Info.: Engineering Report

Comments

This development was platted and developed with 90 lots on 11.835 acres. Lots in this development are located in

Manors at Woodbridge - 40' Lots



Comments (Cont'd)

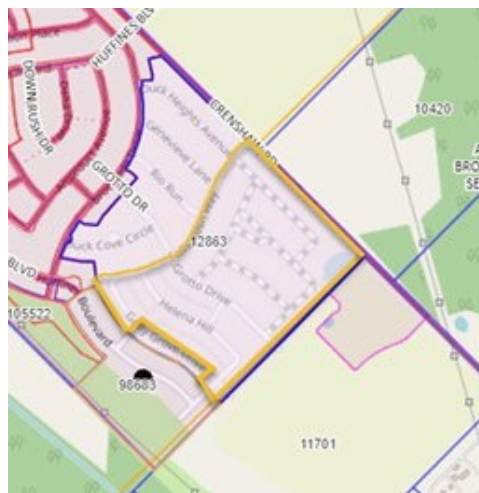
the Wylie ISD.

Land Sale Profile

Sale No. 3

Location & Property Identification

Property Name:	Waterscape PID, IA #4 (Phase 3B) - 40' Lots
Sub-Property Type:	Residential, Finished SFR Lots
Address:	Southwest side of Crenshaw Road, southeast of FM-548
City/State/Zip:	Royse City, TX 75189
County:	Rockwall
Submarket:	RoyseCity
Market Orientation:	Suburban
IRR Event ID:	3225892



Sale Information

Sale Price:	\$66,000
Effective Sale Price:	\$66,000
Sale Date:	06/30/2024
Sale Status:	In-Contract
\$/Acre(Gross):	\$598,911
\$/Land SF(Gross):	\$13.75
\$/Unit (Potential):	\$1,650 /Unit
Grantor/Seller:	HC Royse 548 LLC
Grantee/Buyer:	Highland Homes - Dallas, LLC
Property Rights:	Fee Simple
Financing:	Cash to seller
Terms of Sale Comments:	The base lot price was set for substantial completion by 2Q2024. All lots are contracted with an annual 6% escalation plus additional fees.
Document Type:	Contract of Sale
Verified By:	Shelley Sivakumar
Verification Date:	02/07/2024
Confirmation Source:	Barry Jameson (972-347-6414)
Verification Type:	Confirmed-Seller

Improvement and Site Data

Legal/Tax/Parcel ID:	Tax ID 12863 as vacant land
Acres(Gross):	0.11
Land-SF(Gross):	4,800
No. of Units (Potential):	40
Shape:	Rectangular
Topography:	Level
Frontage Feet:	40
Frontage Desc.:	40' x 120'
Zoning Code:	PD
Zoning Desc.:	Planned Development
Flood Plain:	No
Utilities:	Water Public, Sewer
Source of Land Info.:	Engineering Report

Comments

Lots in Phase 3B are nearing completion and are located within the Waterscape PID, IA #4. All lots are within the Royse City ISD.

Waterscape PID, IA #4 (Phase 3B) - 40' Lots



Land Sale Profile

Sale No. 4

Location & Property Identification

Property Name: Creekside PID, IA #2 (Phase 2B) - 40' Lots

Sub-Property Type: Residential, Finished SFR Lots

Address: Northwest of SH-66 at River Bend Road

City/State/Zip: Royse City, TX 75189

County: Collin

Submarket: RoyseCity

Market Orientation: Suburban

IRR Event ID: 3225884



Sale Information

Sale Price: \$70,000

Effective Sale Price: \$70,000

Sale Date: 06/28/2024

Sale Status: In-Contract

\$/Acre(Gross): \$693,069

\$/Land SF(Gross): \$15.91

\$/Unit (Potential): \$1,750 /Unit

Grantor/Seller: HT Hwy 66 Development, LP

Grantee/Buyer: UnionMain Homes, LLC

Property Rights: Fee Simple

Financing: Cash to seller

Terms of Sale Comments: The base lot price was set for substantial completion expected by 2Q2024. All lots are contracted with a 6% escalation and miscellaneous fees.

Document Type: Contract of Sale

Verified By: Shelley Sivakumar

Verification Date: 02/09/2024

Confirmation Source: Doug Wolfe (972-742-0393)

Verification Type: Confirmed-Seller

Improvement and Site Data

Legal/Tax/Parcel ID: Part of Tax ID 2805420 as vacant land

Acres(Gross): 0.10

Land-SF(Gross): 4,400

No. of Units (Potential): 40

Shape: Rectangular

Topography: Level

Frontage Feet: 40

Frontage Desc.: 40' x 110'

Zoning Code: PD

Zoning Desc.: Planned Development

Flood Plain: No

Date: 06/02/2009

Utilities: Water Public, Sewer

Source of Land Info.: Engineering Report

Comments

Lots in Phase 2B are located within the Creekside PID, IA #2 and are nearing completion. All lots are within the Royse City ISD.

Creekside PID, IA #2 (Phase 2B) - 40' Lots



Land Sales - 50' Frontage Lots

Land Sale Profile

Sale No. 1

Location & Property Identification

Property Name: Waterscape PID, IA #4 (Phase 3B) - 50' Lots

Sub-Property Type: Residential, Finished SFR Lots

Address: Southwest side of Crenshaw Road, southeast of FM-548

City/State/Zip: Royse City, TX 75189

County: Rockwall

Submarket: RoyseCity

Market Orientation: Suburban

IRR Event ID: 3225836



Sale Information

Sale Price: \$80,000

Effective Sale Price: \$80,000

Sale Date: 06/01/2024

Sale Status: In-Contract

\$/Acre(Gross): \$580,973

\$/Land SF(Gross): \$13.33

\$/Unit (Potential): \$1,600 /Unit

Grantor/Seller: HC Royse 548 LLC

Grantee/Buyer: HMH Lifestyles, LP

Property Rights: Fee Simple

Financing: Cash to seller

Terms of Sale Comments: The base lot price was set for substantial completion by 2Q2024. The lot price represents a bulk price for 26 50' lots.

Document Type: Contract of Sale

Verified By: Shelley Sivakumar

Verification Date: 02/07/2024

Confirmation Source: Barry Jameson (972-347-6414)

Verification Type: Confirmed-Seller

Improvement and Site Data

Legal/Tax/Parcel ID: Tax ID 12863 as vacant land

Acres(Gross): 0.14

Land-SF(Gross): 6,000

No. of Units (Potential): 50

Shape: Rectangular

Topography: Level

Frontage Feet: 50

Frontage Desc.: 50' x 120'

Zoning Code: PD

Zoning Desc.: Planned Development

Flood Plain: No

Utilities: Water Public, Sewer

Source of Land Info.: Engineering Report

Comments

Lots in Phase 3B are located in the Waterscape PID, IA #4. This represents a bulk purchase of 26 lots with 50' frontages. All lots are located in the Royse City ISD.

Waterscape PID, IA #4 (Phase 3B) - 50' Lots



Land Sale Profile

Sale No. 2

Location & Property Identification

Property Name:	Liberty Crossing, Phase 1 - 50' Lots
Sub-Property Type:	Residential, Finished SFR Lots
Address:	Southwest corner of E. Old Greenville Road and Cemetery Road
City/State/Zip:	Royse City, TX 75189
County:	Rockwall
Submarket:	RoyseCity
Market Orientation:	Suburban
Property Location:	East side of Kansas Street
IRR Event ID:	3047615



Sale Information

Sale Price:	\$75,000
Effective Sale Price:	\$75,000
Sale Date:	10/13/2023
Sale Status:	Closed
\$/Acre(Gross):	\$544,662
\$/Land SF(Gross):	\$12.50
\$/Unit (Potential):	\$1,500 /Unit
Grantor/Seller:	Liberty Crossing Land, LLC
Grantee/Buyer:	DR Horton -Texas LTD
Property Rights:	Fee Simple
Financing:	Cash to seller
Terms of Sale Comments:	This lot sale is part of a bulk sale of 38 lots at \$75,000/lot (\$1,500/FF) at substantial completion in October 2023.
Document Type:	Deed
Recording No.:	20230000017317
Verified By:	Shelley Sivakumar
Verification Date:	12/08/2023
Confirmation Source:	Pfilip Hunt (972-834-3472)
Verification Type:	Confirmed-Seller

Improvement and Site Data

Legal/Tax/Parcel ID:	Liberty Crossing, Phase 1, Lot 31, Block H/Tax ID 332944
Acres(Gross):	0.14
Land-SF(Gross):	6,000
No. of Units (Potential):	50
Shape:	Rectangular
Topography:	Level
Frontage Feet:	50
Frontage Desc.:	50' x 120'
Zoning Code:	PD
Zoning Desc.:	Planned Development
Flood Plain:	No
Utilities:	Water Public, Sewer
Utilities Desc.:	Liberty Crossing Public Improvement District
Source of Land Info.:	Engineering Report

Comments

Lots in this development are located in a public improvement district. Lots are located in the Royse City ISD.

Liberty Crossing, Phase 1 - 50' Lots



Comments (Cont'd)

Sale No. 3

Property Name:	Creekside PID, IA #2 (Phase 2B) - 50' Lots
Sub-Property Type:	Residential, Finished SFR Lots
Address:	Northwest of SH-66 at River Bend Road
City/State/Zip:	Royse City, TX 75189
County:	Collin
Submarket:	RoyseCity
Market Orientation:	Suburban

[illegible]

Document Type: Contract of Sale
Verified By: Shelley Sivakumar
Verification Date: 02/09/2024
Confirmation Source: Doug Wolfe (972-742-0393)
Verification Type: Confirmed-Seller

Legal/Tax/Parcel ID:	Part of Tax ID 2805420 as vacant land
Acres(Gross):	0.13
Land-SF(Gross):	5,500
No. of Units (Potential):	50
Shape:	Rectangular
Topography:	Level
Frontage Feet:	50
Frontage Desc.:	50' x 110'
Zoning Code:	PD
Zoning Desc.:	Planned Development
Flood Plain:	No
Date:	06/02/2009
Utilities:	Water Public, Sewer
Source of Land Info.:	Engineering Report

Lots in Phase 2B are part of the Creekside PID nearing completion. All lots are located in the Royse City ISD.



Land Sale Profile

Sale No. 4

Location & Property Identification

Property Name: Clearview Ranch, Phase 1
South - 50' Lots

Sub-Property Type: Residential, Single Family
Residence Site

Address: East side of FM-1777, south of
CR-677

City/State/Zip: Royse City, TX 75189

County: Collin

Submarket: RoyseCity

Market Orientation: Suburban

IRR Event ID: 3235579



Sale Information

Sale Price: \$81,000

Effective Sale Price: \$81,000

Sale Date: 09/30/2024

Sale Status: In-Contract

\$/Acre(Gross): \$588,235

\$/Land SF(Gross): \$13.50

\$/Unit (Potential): \$1,620 /Unit

Grantor/Seller: Clearview Ranch Land, LLC

Grantee/Buyer: DRHI, Inc.

Property Rights: Fee Simple

Financing: Cash to seller

Terms of Sale Comments: The base lot price was set at \$81,000/lot for substantial completion expected by September 2024. The lot price was discounted as the lots are contracted on an accelerated takedown schedule (within 4 months for 73 - 50' lots).

Document Type: Contract of Sale

Verified By: Shelley Sivakumar

Verification Date: 05/20/2024

Confirmation Source: Gary Erlemann
(gary.erlemann@S2LD.com)

Verification Type: Confirmed-Seller

Improvement and Site Data

Legal/Tax/Parcel ID: John W. Foote Survey,
Abstract No. 333/Tax ID
2893224 as vacant land

Acres(Gross): 0.14

Land-SF(Gross): 6,000

No. of Units (Potential): 50

Shape: Rectangular

Topography: Level

Frontage Desc.: 50' x 120'

Zoning Code: PD

Zoning Desc.: Planned Development

Flood Plain: No

Utilities: Water Public, Sewer

Source of Land Info.: Engineering Report

Comments

Lots in this phase of development are within the Royse City ISD. The property is within the Clearview Ranch PID, IA #1.

Clearview Ranch, Phase 1 South - 50' Lots



Land Sales - 60' Frontage Lots

Improvement Area #2 (IA #2)



Land Sale Profile

Sale No. 1

Location & Property Identification

Property Name: Inspiration, Phase 8B - 62' Lots

Sub-Property Type: Residential, Single Family Residence Site

Address: South side of Huffines Boulevard, south of Diamond Drive

City/State/Zip: Wylie, TX 75098

County: Collin

Submarket: Wylie

Market Orientation: Suburban

Property Location: 803 Huffines Boulevard

IRR Event ID: 3202920



Sale Information

Sale Price: \$107,865

Effective Sale Price: \$107,865

Sale Date: 01/13/2023

Sale Status: Closed

\$/Acre(Gross): \$541,219

\$/Land SF(Gross): \$12.43

\$/Unit (Potential): \$1,740 /Unit

Grantor/Seller: HC Highpoint, LLC

Grantee/Buyer: First Texas Homes, Inc.

Property Rights: Fee Simple

Financing: Cash to seller

Terms of Sale Comments: The base lot price was set at \$105,750/lot for substantial completion in 4Q2022 with an annual 6% escalation. Homebuilders also pay a \$1,500/lot marketing fee and \$2,350/lot amenity center fee.

Document Type: Deed

Recording No.: 2023000005275

Verified By: Shelley Sivakumar

Verification Date: 02/20/2024

Confirmation Source: Barry Jameson - Huffines Communities

Verification Type: Confirmed-Seller

Improvement and Site Data

Legal/Tax/Parcel ID: Inspiration, Phase 8B, Lot 72, Block 9/Tax ID 2861281

Acres(Gross): 0.20

Land-SF(Gross): 8,680

No. of Units (Potential): 62

Shape: Rectangular

Topography: Level

Frontage Feet: 62

Frontage Desc.: 62' x 140'

Zoning Code: Development Agreement

Zoning Desc.: Development Agreement

Flood Plain: No

Utilities: Water Public, Sewer

Utilities Desc.: Collin County WCID No. 3

Source of Land Info.: Engineering Report

Comments

Lots in Phase 8B in this master-planned development are

Inspiration, Phase 8B - 62' Lots



Comments (Cont'd)

located in the Wylie ISD.

Land Sale Profile

Sale No. 2

Location & Property Identification

Property Name: Monterra, Phase 1A - 60' Lots

Sub-Property Type: Residential, Single Family Residence Site

Address: West side of Ben Payne Road, north of W. Holiday Road (SH-66)

City/State/Zip: Fate, TX 75087

County: Rockwall

Submarket: Rockwall

Market Orientation: Suburban

Property Location: 1708 Modena Court

IRR Event ID: 3199069



Sale Information

Sale Price: \$87,000

Effective Sale Price: \$87,000

Sale Date: 10/02/2023

Sale Status: Closed

\$/Acre(Gross): \$526,316

\$/Land SF(Gross): \$12.08

\$/Unit (Potential): \$1,450 /Unit

Grantor/Seller: WJ Monterra LP

Grantee/Buyer: Weekley Homes, LLC

Property Rights: Fee Simple

Financing: Cash to seller

Terms of Sale Comments: The base lot price was set at \$87,000/lot for substantial completion in September 2023 with an annual 6% escalation.

Document Type: Deed

Recording No.: 20230000016613

Verified By: Shelley Sivakumar

Verification Date: 02/05/2024

Confirmation Source: Frank Murphy (214-880-8792)

Verification Type: Confirmed-Seller

Improvement and Site Data

Legal/Tax/Parcel ID: Monterra, Phase 1A, Block S, Lot 13/Tax ID 332175

Acres(Gross): 0.17

Land-SF(Gross): 7,200

No. of Units (Potential): 60

Shape: Rectangular

Topography: Level

Frontage Feet: 60

Frontage Desc.: 60' x 120'

Zoning Code: PD/Development Agreement

Zoning Desc.: PD/Development Agreement

Flood Plain: No

Utilities: Water Public, Sewer

Utilities Desc.: Monterra PID

Source of Land Info.: Engineering Report

Comments

This development is located in the Monterra Public Improvement District. Phase 1 was developed with 310 lots on 92.860 acres with 50', 60', and 70' lots. All of the lots are located in the Rockwall ISD.

Monterra, Phase 1A - 60' Lots



Comments (Cont'd)

Land Sale Profile

Sale No. 3

Location & Property Identification

Property Name: Clearview Ranch, Phase 1
South - 60' Lots

Sub-Property Type: Residential, Single Family
Residence Site

Address: East side of FM-1777, south of
CR-677

City/State/Zip: Royse City, TX 75189

County: Collin

Submarket: RoyseCity

Market Orientation: Suburban

IRR Event ID: 3235587



Sale Information

Sale Price: \$93,600

Effective Sale Price: \$93,600

Sale Date: 09/30/2024

Sale Status: In-Contract

\$/Acre(Gross): \$679,739

\$/Land SF(Gross): \$15.60

\$/Unit (Potential): \$1,560 /Unit

Grantor/Seller: Clearview Ranch Land, LLC

Grantee/Buyer: DRHI, Inc.

Property Rights: Fee Simple

Financing: Cash to seller

Terms of Sale Comments: The base lot price was set at \$93,600/lot for substantial completion expected by September 2024. The lots are discounted as they are contracted on an accelerated takedown basis with 4 months (68 - 60' lots). Escalation is based on an annual 8%.

Document Type: Contract of Sale

Verified By: Shelley Sivakumar

Verification Date: 05/20/2024

Confirmation Source: Gary Erlemann
(gary.erlemann@S2LD.com)

Verification Type: Confirmed-Seller

Improvement and Site Data

Legal/Tax/Parcel ID: John W. Foote Survey,
Abstract No. 333/Tax ID
2893224 as vacant land

Acres(Gross): 0.14

Land-SF(Gross): 6,000

No. of Units (Potential): 60

Shape: Rectangular

Topography: Level

Frontage Desc.: 60' x 120'/135'

Zoning Code: PD

Zoning Desc.: Planned Development

Flood Plain: No

Utilities: Water Public, Sewer

Source of Land Info.: Engineering Report

Comments

Lots in this development are located within the Clearview Ranch PID, IA #1 and are within the Royse City ISD.

Clearview Ranch, Phase 1 South - 60' Lots



Comments (Cont'd)

Land Sale Profile

Sale No. 4

Location & Property Identification

Property Name: Creekside PID, IA #2 (Phase 2B) - 60' Lots

Sub-Property Type: Residential, Finished SFR Lots

Address: Northwest of SH-66 at River Bend Road

City/State/Zip: Royse City, TX 75189

County: Collin

Submarket: RoyseCity

Market Orientation: Suburban

IRR Event ID: 3225818



Sale Information

Sale Price: \$96,000

Effective Sale Price: \$96,000

Sale Date: 06/01/2024

Sale Status: In-Contract

\$/Acre(Gross): \$580,762

\$/Land SF(Gross): \$13.33

\$/Unit (Potential): \$1,600 /Unit

Grantor/Seller: HT Hwy 66 Development, LP

Grantee/Buyer: William Ryan Homes Texas, Inc.

Property Rights: Fee Simple

Financing: Cash to seller

Terms of Sale Comments: The base lot price was set for substantial completion by 2Q2024 with an annual 6% escalation plus various fees.

Document Type: Contract of Sale

Verified By: Shelley Sivakumar

Verification Date: 02/09/2024

Confirmation Source: Doug Wolfe (972-742-0393)

Verification Type: Confirmed-Seller

Improvement and Site Data

Legal/Tax/Parcel ID: Part of Tax ID 2805420 as vacant land

Acres(Gross): 0.17

Land-SF(Gross): 7,200

No. of Units (Potential): 60

Shape: Rectangular

Topography: Level

Frontage Feet: 60

Frontage Desc.: 60' x 120'

Zoning Code: PD

Zoning Desc.: Planned Development

Flood Plain: No

Date: 06/02/2009

Utilities: Water Public, Sewer

Source of Land Info.: Engineering Report

Comments

Lots in Phase 2B are nearing completion and are located within the Creekside PID. All lots are located in the Royse City ISD.

Creekside PID, IA #2 (Phase 2B) - 60' Lots





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**CITY OF LAVON, TEXAS • SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(ELEVEN PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2A-2B PROJECT)**



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