

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 existing law, subject to the matters described herein. See “TAX MATTERS — Tax Exemption” herein for a discussion of Bond Counsel’s opinion.



\$5,414,000*
CITY OF KYLE, TEXAS,
(a municipal corporation of the State of Texas located in Hays County)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(6 CREEKS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3B PROJECT)

Bond Date: February 27, 2025

Interest Accrual Date: Date of Delivery (defined below)

Due: September 1, as shown on the inside cover

The City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2025 (6 Creeks Public Improvement District Improvement Area #3B Project) (the “Bonds”), are being issued by the City of Kyle, Texas (the “City”). The Bonds will be issued in fully registered form, without coupons. Beneficial ownership of the Bonds initially may be acquired in principal denominations of \$100,000 and in integral multiples of \$1,000 in excess thereof. The Bonds will bear interest at the rates set forth on the inside cover, calculated on the basis of a 360-day year of twelve 30-day months, payable on each March 1 and September 1, commencing September 1, 2025*, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). 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 BOKF, NA, Houston, Texas, as trustee (the “Trustee”), to DTC 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 February 4, 2025, and a Master Indenture of Trust dated as of October 15, 2021 (the “Master Indenture”), as supplemented by the First Supplemental Indenture of Trust dated as of October 15, 2021 (the “First Supplemental Indenture”) and by the Second Supplemental Indenture of Trust dated as of February 1, 2025 (the “Second Supplemental Indenture”) and together with the Master Indenture, the “Indenture”), entered into by and between the City and the Trustee. The Bonds are being issued as a series of Improvement Area #3 Bonds pursuant to the terms of the hereinafter defined Master Indenture and are being issued on parity with the Series 2021 Bonds (as defined herein). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture. See “APPENDIX B – Form of Indenture.”

Proceeds of the Bonds will be used to provide funds for (i) paying a portion of the Actual Costs of the Improvement Area #3 Projects, (ii) funding the Reserve Account of the Reserve Fund, (iii) paying a portion of the costs incidental to the organization and administration of the District, and (iv) paying the costs of issuance of the Bonds. See “THE IMPROVEMENT AREA #3 AUTHORIZED IMPROVEMENTS” and “APPENDIX B – Form of Indenture.”

The Bonds are the second series of Improvement Area #3 Bonds issued under the Indenture. The Bonds when issued and delivered, 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 the Improvement Area #3 Assessments (as defined herein) levied against assessed parcels in Improvement Area #3 of the 6 Creeks 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 IMPROVEMENT AREA #3 BONDS.” 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 IMPROVEMENT AREA #3 BONDS, INCLUDING THE BONDS, ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE IMPROVEMENT AREA #3 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 IMPROVEMENT AREA #3 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 TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE IMPROVEMENT AREA #3 BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE IMPROVEMENT AREA #3 BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE IMPROVEMENT AREA #3 BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE “SECURITY FOR THE IMPROVEMENT AREA #3 BONDS.”

This cover page contains certain information for quick reference only. It is not a complete 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, subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of Norton Rose Fulbright US LLP, 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 Underwriter by its counsel, Orrick, Herrington & Sutcliffe LLP, for the City by its City Attorney, and for the Developer by its special counsel, Armbrust & Brown, PLLC. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about February 27, 2025 (the “Date of Delivery”).



* Preliminary, subject to change.

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion and amendment without notice. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

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

CUSIP Prefix: ^(a)

\$5,414,000*

CITY OF KYLE, TEXAS,

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

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025

(6 CREEKS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3B PROJECT)

\$ _____ % Term Bonds, Due September 1, 20 __, Priced to Yield _____ %; CUSIP No. _____ ^{(a) (b) (c)}

\$ _____ % Term Bonds, Due September 1, 20 __, Priced to Yield _____ %; CUSIP No. _____ ^{(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 services 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 September 1, 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 KYLE, TEXAS
CITY COUNCIL**

<u>Name</u>	<u>Place</u>	<u>Term Expires (November)</u>
Travis Mitchell	Mayor	2026
Robert Rizo	Mayor Pro-Tem, Council Member (District 2)	2026
Bear Heiser	Council Member (District 1)	2025
Miguel Zuniga, Ph.D.	Council Member (District 3)	2025
Dr. Lauralee Harris	Council Member (District 4)	2026
Marc McKinney	Council Member (District 5)	2027
Michael Tobias	Council Member (District 6)	2027

CITY MANAGER

Bryan Langley

ASSISTANT CITY MANAGER

Amber Schmeits

ASSISTANT CITY MANAGER

Jesse Elizondo

CITY SECRETARY

Jennifer Kirkland

CITY FINANCE DIRECTOR

Perwez A. Moheet, CPA

ADMINISTRATOR

P3Works, LLC

FINANCIAL ADVISOR TO THE CITY

SAMCO Capital Markets, Inc.

BOND COUNSEL

Norton Rose Fulbright US LLP

UNDERWRITER'S COUNSEL

Orrick, Herrington & Sutcliffe LLP

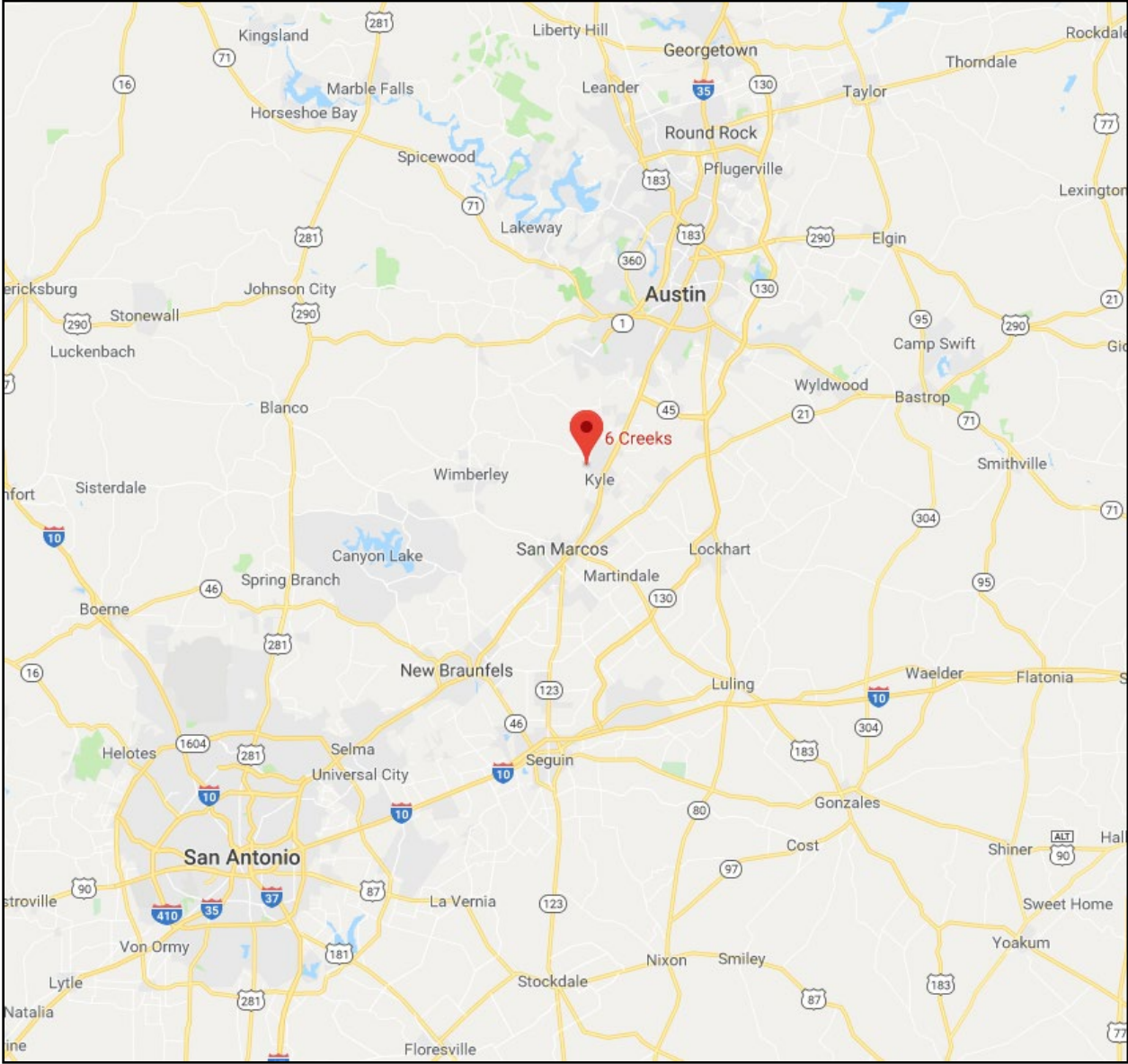
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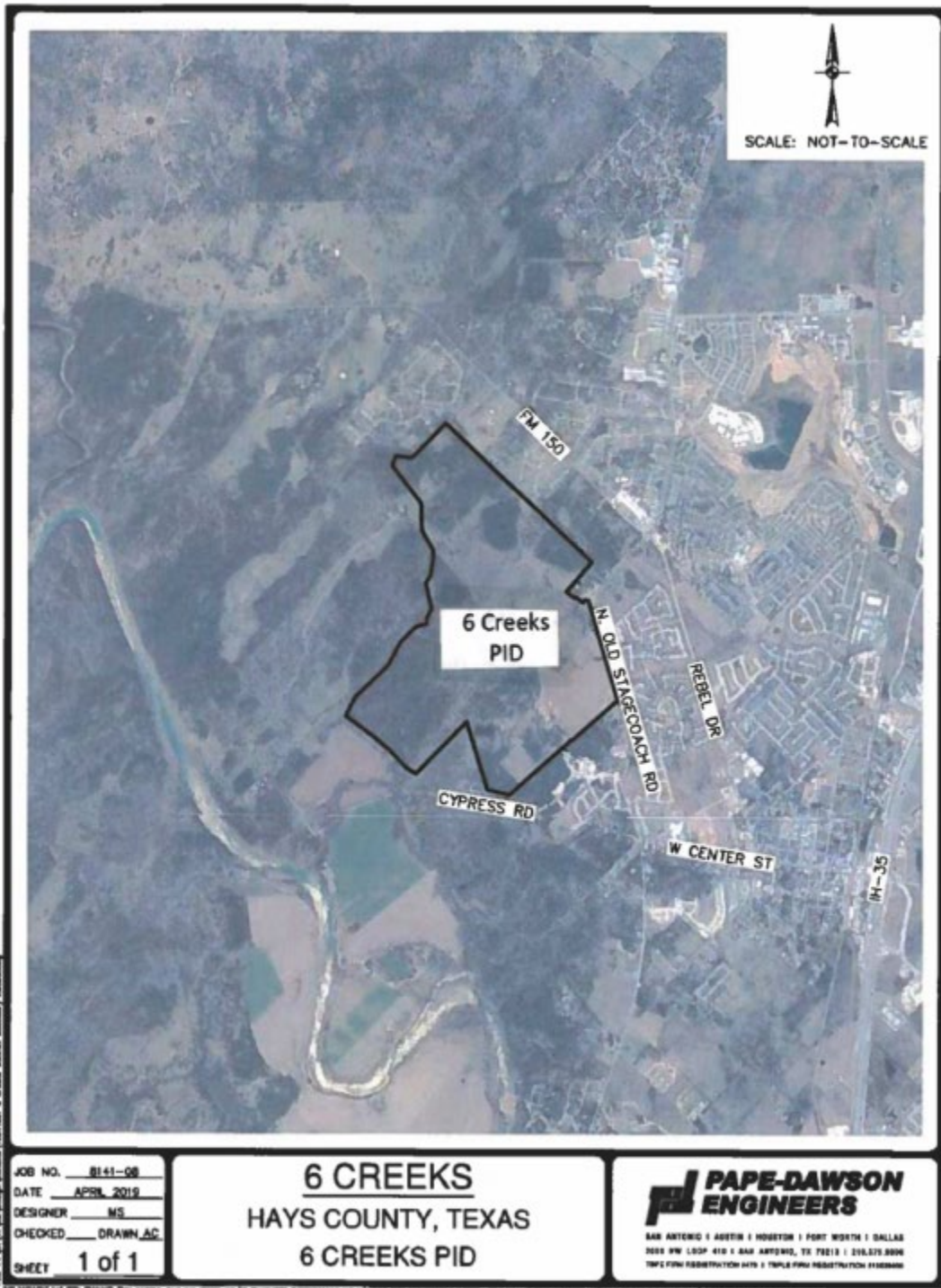
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REGIONAL LOCATION MAP OF THE DISTRICT



AREA LOCATION MAP OF THE DISTRICT



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6 CREEKS
 HAYS COUNTY, TEXAS
 6 CREEKS PID

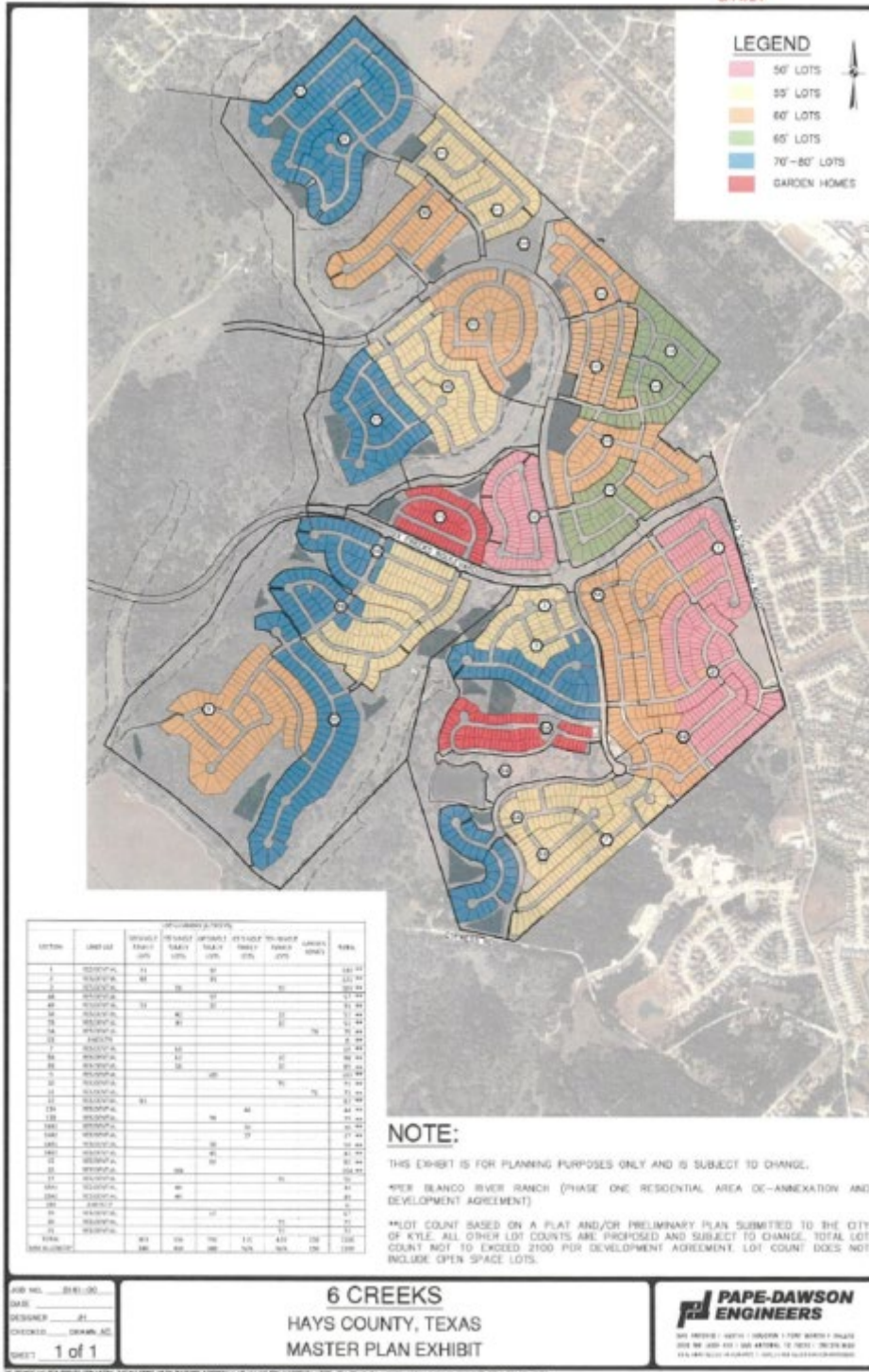
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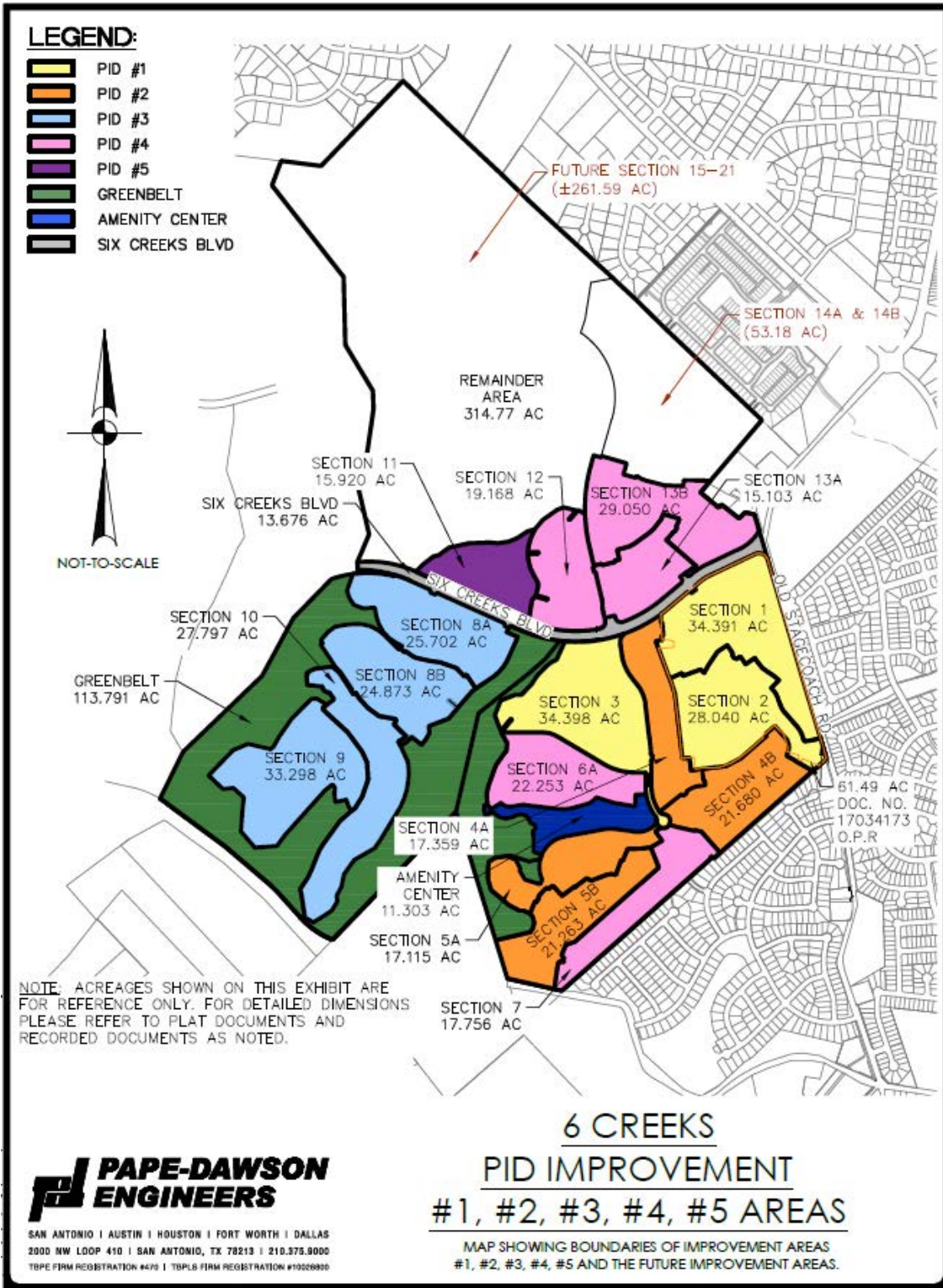
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MAP SHOWING CONCEPT PLAN OF THE DISTRICT

8/19/24



MAP SHOWING BOUNDARIES OF THE DISTRICT



USE OF LIMITED OFFERING MEMORANDUM

FOR PURPOSES OF COMPLIANCE WITH RULE 15C2-12 OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC") AS AMENDED AND IN EFFECT ON THE DATE OF THIS PRELIMINARY LIMITED OFFERING MEMORANDUM ("RULE 15C2-12"), 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 TO 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 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 DEVELOPER SINCE THE DATE HEREOF.

NONE OF THE CITY, THE UNDERWRITER OR THE 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 SECURITIES 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 AND DOES NOT PLAN TO REQUEST THAT THE DEVELOPER PROVIDE 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.

NEITHER THE SEC NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE BONDS OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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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PRELIMINARY LIMITED OFFERING MEMORANDUM

\$5,414,000*
CITY OF KYLE, TEXAS,
(a municipal corporation of the State of Texas located in Hays County)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(6 CREEKS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3B PROJECT)

INTRODUCTION

The purpose of this Preliminary Limited Offering Memorandum, including the cover page, inside cover and appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Kyle, Texas (the “City”), of its \$5,414,000* aggregate principal amount of Special Assessment Revenue Bonds, Series 2025 (6 Creeks Public Improvement District Improvement Area #3B 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 February 4, 2025 (the “Bond Ordinance”), and a Master Indenture of Trust, dated as of October 15, 2021 (the “Master Indenture”), as supplemented by the First Supplemental Indenture of Trust, dated as of October 15, 2021 (the “First Supplemental Indenture”), as further supplemented by the Second Supplemental Indenture of Trust, dated as of February 1, 2025 (the “Second Supplemental Indenture” and together with the Master Indenture, the “Indenture”), expected to be entered into by and between the City and BOKF, NA, Houston, Texas, as trustee (the “Trustee”). The Bonds are an additional series of the Improvement Area #3 Bonds (as defined herein) to be issued, on parity with the Series 2021 Bonds, under the Indenture. Payment of the Bonds is secured by a pledge and lien upon the Trust Estate (as defined herein), consisting primarily of revenue from special assessments (the “Improvement Area #3 Assessments”) levied against assessed parcels (the “Improvement Area #3 Assessed Property”) located within Improvement Area #3 (as defined herein) of the 6 Creeks Public Improvement District (the “District”), pursuant to a separate ordinance adopted by the City Council on October 19, 2021 (the “Assessment Ordinance”), all to the extent and upon the conditions described in the Indenture. See “SECURITY FOR THE IMPROVEMENT AREA #3 BONDS” 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 that are not otherwise defined herein shall have the meanings set forth in the Indenture. See “APPENDIX B — Form of Indenture.”

Set forth herein are brief descriptions of the City, the District, the Assessment Ordinance, the Bond Ordinance, the Service and Assessment Plan (as defined herein), the Financing Agreement (as defined herein), the

* Preliminary, subject to change.

Development Agreement (as defined herein), HM 6 Creeks Development, Inc., a Texas corporation (the “Developer” or “HM 6 Creeks Development”), and P3Works, LLC (the “Administrator”), 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 Form of Service and Assessment Plan appears in 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

Development Plan

Original Land Acquisitions. On September 20, 2017, HMBRR Development, Inc., a Texas corporation (“HMBRR Development”), HMBRR, LP, a Texas limited partnership (“HMBRR LP”) and HMBRR LP #2, a Texas limited partnership (“HMBRR LP #2”), acquired approximately 61.49 acres, 188.51 acres, and 608.7 acres, respectively, totaling approximately 858.70 acres comprising the District. Subsequent to the initial purchases and through a series of sales and transfers, HMBRR LP sold the land it owned within the District to HMBRR Development and HMBRR LP #2 sold the land it owned within the District to HM 6 Creeks Development, an affiliate of HMBRR Development, HMBRR LP, and HMBRR LP #2. See “THE DEVELOPER – History and Financing of the District.”

Development within the District. The current development plans for the District consist of the development of approximately eight (8) improvement areas consisting of development of sections of local improvements necessary to serve each improvement area of the District, as well as certain other major infrastructure that will benefit more than one improvement area in the District (the “Major Improvements”). The improvements will consist of improvements authorized under the PID Act, including those improvements listed in the Service and Assessment Plan (the “Authorized Improvements”). See “THE DEVELOPMENT — Overview.”

Improvement Area #1. Development in the District began in 2018 with the concurrent development of the Major Improvements and the internal infrastructure (the “Improvement Area #1 Improvements”) to serve the initial residential improvement area of the District (“Improvement Area #1”), as well as Improvement Area #1’s allocable share of the Major Improvements. Improvement Area #1’s allocable share of the Major Improvements and the Improvement Area #1 Improvements are collectively referred to herein as the “Improvement Area #1 Projects.” Construction of the Improvement Area #1 Projects was completed in May of 2020 and all 334 lots in Improvement Area #1 have been developed and sold to homebuilders. As of September 30, 2024, the homebuilders in Improvement Area #1 had 325 homes under contract or closed with homeowners. For more information, see “THE DEVELOPMENT – Development in the District – Development in Improvement Area #1.”

The City issued its “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2019 (6 Creeks Public Improvement District Improvement Area #1 Project)” in the aggregate principal amount of \$7,495,000 and “City of Kyle, Texas Special Assessment Revenue Bonds, Series 2020 (6 Creeks Public Improvement District Improvement Area #1 Project)” in the aggregate principal amount of \$4,420,000 to finance the costs of the Improvement Area #1 Projects (collectively, the “Improvement Area #1 Bonds”). As of December 1, 2024, the outstanding principal amount of the Improvement Area #1 Bonds was \$10,650,000.

Improvement Area #2. HMBRR Development began construction of the internal infrastructure (the “Improvement Area #2 Improvements”), necessary to serve the second improvement area of the District (“Improvement Area #2”), as well as Improvement Area #2’s allocable share of the Major Improvements, in July of 2021. Improvement Area #2’s allocable share of the Major Improvements and the Improvement Area #2 Improvements are collectively referred to herein as the “Improvement Area #2 Projects.” Construction of the Improvement Area #2 Projects was completed in September of 2022 and all 260 lots in Improvement Area #2 have been developed and sold to homebuilders. As of September 30, 2024, the homebuilders in Improvement Area #2 had

254 homes under contract or closed with homeowners. For more information, see “THE DEVELOPMENT – Development in the District – Development in Improvement Area #2.”

The City issued its “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2020 (6 Creeks Public Improvement District Improvement Area #2 Project)” (the “Improvement Area #2A Bonds”) in the aggregate principal amount of \$6,465,000 and entered into an acquisition and reimbursement agreement with HMBRR Development relating to the reimbursement of the balance of the costs of the Improvement Area #2 Projects in the initial amount of \$4,510,000 (the “Improvement Area #2 Reimbursement Obligation”). The City issued its “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2023 (6 Creeks Public Improvement District Improvement Area #2B Project)” (the “Improvement Area #2B Bonds” and together with the Improvement Area #2A Bonds, the “Improvement Area #2 Bonds”) in the aggregate principal amount of \$4,015,000 for the purpose of paying the outstanding balance of the Improvement Area #2 Reimbursement Obligation. As of December 1, 2024, the outstanding principal amount of the Improvement Area #2 Bonds was \$9,687,000.

Improvement Area #3. HM 6 Creeks Development began construction of the internal infrastructure (the “Improvement Area #3 Improvements”), necessary to serve the third improvement area of the District (“Improvement Area #3”), as well as Improvement Area #3’s allocable share of the Major Improvements, in February of 2021. Improvement Area #3’s allocable share of the Major Improvements and the Improvement Area #3 Improvements are collectively referred to herein as the “Improvement Area #3 Projects.” Construction of the Improvement Area #3 Projects was completed in April of 2023 and all 357 lots in Improvement Area #3 have been developed and sold to homebuilders. As of September 30, 2024, the homebuilders in Improvement Area #3 had 220 homes under contract or closed with homeowners. For more information, see “THE DEVELOPMENT – Development in the District – Development in Improvement Area #3.”

The City issued its “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2021 (6 Creeks Public Improvement District Improvement Area #3 Project)” (the “Series 2021 Bonds”) in the aggregate principal amount of \$11,195,000 and entered into an acquisition and reimbursement agreement with HM 6 Creeks Development relating to the reimbursement of the balance of the costs of the Improvement Area #3 Projects in the amount of \$6,483,065. As of December 1, 2024, the outstanding principal amount of the Series 2021 Bonds was \$10,590,000. The Bonds will, in part, refinance the outstanding Improvement Area #3 Reimbursement Obligation.

Improvement Area #4. Development in the District continued with the construction of the internal infrastructure (the “Improvement Area #4 Improvements”), necessary to serve the fourth improvement area of the District (“Improvement Area #4”), as well as Improvement Area #4’s allocable share of the Major Improvements. Improvement Area #4’s allocable share of the Major Improvements and the Improvement Area #4 Improvements (as further described herein), are collectively referred to herein as the “Improvement Area #4 Projects.” Construction of the Improvement Area #4 Projects was completed in May of 2023 and all 354 lots in Improvement Area #4 have been developed and sold to homebuilders. As of September 30, 2024, the homebuilders in Improvement Area #4 had 144 homes under contract or closed with homeowners. For more information, see “THE DEVELOPMENT – Development in the District – Development in Improvement Area #4.”

The City issued its Improvement Area #4 Bonds in the aggregate principal amount of \$17,563,000 in 2023 to finance the costs of the Improvement Area #4 Projects. As of December 1, 2024, the outstanding principal amount of the Improvement Area #4 Bonds was \$17,175,000. For more information, see “THE DEVELOPMENT – Development in the District – Development in Improvement Area #4.”

Improvement Area #5. Development in the District will continue with the construction of the internal infrastructure (the “Improvement Area #5 Improvements”), necessary to serve the fifth improvement area of the District (“Improvement Area #5”), as well as Improvement Area #5’s allocable share of the Major Improvements. Improvement Area #5’s allocable share of the Major Improvements and the Improvement Area #5 Improvements are collectively referred to herein as the “Improvement Area #5 Projects.” HM 6 Creeks Development began construction of the Improvement Area #5 Projects in April of 2024 and is expected to complete such construction in January of 2025. Concurrently with the Bonds, the City intends to issue its “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2025 (6 Creeks Public Improvement District Area #5 Project) (the “Improvement Area #5 Bonds”). For more information, see “THE DEVELOPMENT – Development in the District – Development in Improvement Area #5.”

Remainder Area. HM 6 Creeks Development and Pulte Homes of Texas, L.P., a Texas limited partnership (“Pulte”) own all the land within the Remainder Area. The Remainder Area will be developed in stages over time by HM 6 Creeks Development, or other related entities. The boundaries of the District, Improvement Area #1, Improvement Area #2, Improvement Area #3, Improvement Area #4, Improvement Area #5, and the Remainder Area are shown in “MAP SHOWING BOUNDARIES OF THE DISTRICT” and “MAP SHOWING BOUNDARIES OF IMPROVEMENT AREA #3 OF THE DISTRICT” on pages v and vi, respectively.

Homebuilders in Improvement Area #3

Section 8A and 8B. Section 8A contains 94 lots and Section 8B contains 89 lots. Pursuant to a development agreement (the “Sections 8A/8B Development Agreement”), Taylor Morrison of Texas, Inc. (“Taylor Morrison”) retained HM 6 Creeks Development to develop the lots within Phase 1, Section 8A and Section 8B on its behalf; however, Taylor Morrison remained the homebuilder for all of the single-family homes within Phase 1, Section 8A and Section 8B. HM 6 Creeks Development completed development of all lots within Phase 1, Section 8A in January of 2022 and within Section 8B in November of 2022. As of September 30, 2024, Taylor Morrison has completed construction of the single-family homes in Sections 8A/8B as follows: 33 single-family homes on the 55’ lots in Section 8A, 9 single-family homes on the 55’ lots in Section 8B, 28 single-family homes on the 70’ lots in Section 8A, and 19 single-family homes on the 70’ lots in Section 8B. As of September 30, 2024, Taylor Morrison has sold 103 homes to homeowners in Section 8A and Section 8B.

Section 9 and 10. Section 9 contains 102 lots and Section 10 contains 72 lots. HM 6 Creeks completed development of all lots in Section 9 and Section 10 of Improvement Area #3 in April of 2023. As of August of 2023, all lots in Improvement Area #3 have been sold to builders. Chesmar Homes, LLC, a Texas limited liability company (“Chesmar Homes”) and Perry Homes, LLC, a Texas limited liability company (“Perry Homes”) are the homebuilders for Section 9 of Improvement Area #3. Highland Homes and DFH Coventry, LLC, a Texas limited liability company (“Coventry Homes,” successor to MHI Partnership, Ltd., a Texas limited partnership, an affiliate of McGuyer Homebuilders, Inc., “MHI”) are the homebuilders for Section 10 of Improvement Area #3. As of September 30, 2024, Chesmar Homes has 15 homes under contract or closed with homeowners in Section 9, Perry Homes has 21 homes under contract or closed with homeowners in Section 9, Highland Homes has 25 homes under contract or closed with homeowners in Section 10, and Coventry Homes has 8 homes under contract or closed with homeowners in Section 10.

The Bonds

The proceeds of the Bonds will be used primarily for (i) paying a portion of the Actual Costs of the Improvement Area #3 Projects, (ii) funding the Reserve Account of the Reserve Fund, (iii) paying a portion of the costs incidental to the organization and administration of the District, and (iv) paying the costs of issuance of the Bonds. See “APPENDIX B — Form of Indenture.”

Payment of the Bonds is secured by a pledge of and a lien upon the Trust Estate, consisting primarily of revenue from the Improvement Area #3 Assessments levied against the “Improvement Area #3 Assessed Property” located within Improvement Area #3 of the District, pursuant to the Assessment Ordinance, all to the extent and upon the conditions described in the Indenture. See “SECURITY FOR THE IMPROVEMENT AREA #3 BONDS” and “ASSESSMENT PROCEDURES.”

The Bonds shall never constitute an indebtedness or general obligation of the City, 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.

Future Improvement Area Bonds

HM 6 Creeks Development may make one or more requests to the City to issue one or more series of improvement area bonds (each such series of bonds are “Future Improvement Area Bonds”) to finance the cost of

Authorized Improvements to be developed to serve the Future Improvement Areas in the Remainder Area as the development proceeds. The estimated costs of such improvements benefiting Future Improvement Areas of the District will be determined as the Remainder Area of the District is developed, and the Service and Assessment Plan will be updated to identify the Authorized Improvements to be constructed within Future Improvement Areas of the District to be financed by each series of Future Improvement Area Bonds. Such Future Improvement Area Bonds will be secured by separate assessments levied pursuant to the PID Act on assessable property within the applicable Future Improvement Areas in the Remainder Area of the District that benefit from the Authorized Improvements.

Bonds Sold Pursuant to this Limited Offering Memorandum

Only the Bonds are offered pursuant to this Limited Offering Memorandum. The Bonds, Improvement Area #5 Bonds, and any Future Improvement Area Bonds issued by the City are separate and distinct issues of securities secured by separate assessments. The Bonds are also separate and distinct issues of securities from any Refunding Bonds issued by the City in the future, but the Bonds, the Series 2021 Bonds, and any Refunding Bonds (collectively, “Improvement Area #3 Bonds”) issued under the Indenture will be equally and ratably secured by the Trust Estate. The Improvement Area #5 Bonds and the Future Improvement Area Bonds, if any, are not offered pursuant to this Limited Offering Memorandum.

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 #3 Projects, 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 to the Trustee 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 full 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

Capitalized terms not otherwise defined in this caption have the meanings assigned to them in the Indenture. 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 the Closing Date and will be computed on the basis of a 360-day year of twelve 30-day months. Interest on the Bonds will be payable on each March 1 and September 1, commencing September 1, 2025 (each, an “Interest Payment Date”), until maturity or prior redemption. BOKF, NA, Houston, Texas, is the initial Trustee and Paying Agent/Registrar for the Bonds.

The Bonds will be issued in fully registered form, without coupons. Beneficial ownership of the Bonds may be acquired in principal denominations of \$100,000 and in integral multiples of \$1,000 in excess thereof (“Authorized Denominations”). Upon receipt by the Paying Agent/Registrar of written evidence that the Bonds have received an Investment Grade Rating, beneficial ownership in the Bonds may be acquired in principal denominations of \$1,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating. 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 option to redeem Bonds maturing on or after September 1, 20__, before their respective scheduled maturity dates, in whole or from time to time in part, on September 1, 20__, or on any date thereafter such redemption date or dates to be fixed by the City, 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.

The City, at least forty-five (45) days before the redemption date (unless a shorter period shall be satisfactory to the Paying Agent/Registrar), shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Extraordinary Optional Redemption. Notwithstanding any provision in the Indenture to the contrary, the City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on any Business Day, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in the Master Indenture) or any other

transfers to the Redemption Fund under the terms of the Master Indenture, including from transfers of Foreclosure Proceeds and transfers pursuant to the Master Indenture.

Notwithstanding the foregoing, the Trustee will not be required to make an extraordinary optional redemption unless it has at least \$1,000 available in the Redemption Fund with which to redeem the Bonds. In lieu of redeeming the Bonds with the funds described in this section, the City may purchase the Bonds in the open market of the maturity to be redeemed at the price not in excess of the purchase price provided in the Indenture.

Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

<u>\$ _____ Term Bonds due September 1, 20 _____</u> *	
<u>Redemption Date</u>	<u>Sinking Fund Installment</u>

†

† Stated maturity.

At least forty-five (45) days prior to each scheduled mandatory redemption date and subject to any prior reduction authorized by the Indenture, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of the Bonds equal to the aggregate principal amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory 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 forty-five (45) 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 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) 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.

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

* Preliminary, subject to change.

In selecting the Bonds to be redeemed under the mandatory sinking fund redemption provisions of the Indenture, the Trustee may select Bonds in any method that results in a random selection.

In selecting the Bonds to be redeemed under the optional redemption provisions of the Indenture, the Trustee may conclusively rely on the directions provided in a City Certificate.

If less than all of the Bonds are called for extraordinary optional redemption under the Indenture, the Bonds or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

Upon surrender of any Bond for redemption in part, the Trustee, in accordance with the Indenture, shall authenticate and deliver an exchange the 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 to Owners. Upon receipt of written notice from the City of the exercise of any redemption, the Trustee shall give notice of any redemption of the 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. So long as the Bonds are in book entry only form and held by the DTC as security depository, references to Owner in the Indenture means Cede & Co., as nominee for DTC.

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 given as provided in the Indenture 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 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.

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 are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

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 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 detailed 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 SEC, AND THE CURRENT PROCEDURES OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

Use of Certain Terms in Other Sections of this Limited Offering Memorandum

In reading this Limited Offering Memorandum it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Limited Offering Memorandum to registered owners should be read to include the person for which the Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System and (ii) except as described above, notices that are to be given to registered owners under the Indenture will be given only to DTC.

SECURITY FOR THE IMPROVEMENT AREA #3 BONDS

General

THE IMPROVEMENT AREA #3 BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TRUST ESTATE CONSISTING PRIMARILY OF THE PLEDGED REVENUES AND OTHER FUNDS, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE IMPROVEMENT AREA #3 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 TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE IMPROVEMENT AREA #3 BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE IMPROVEMENT AREA #3 BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE IMPROVEMENT AREA #3 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 Improvement Area #3 Bonds, including the Bonds, are secured by a pledge of and a lien upon the pledged revenues (the "Pledged Revenues"), consisting primarily of Improvement Area #3 Assessments levied against the Improvement Area #3 Assessed Property within Improvement Area #3 of the District and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. "Improvement Area #3 Bonds" means all bonds or any bond authorized by a bond ordinance and issued in accordance with the Indenture, including the Bonds and the Series 2021 Bonds, Refunding Bonds and any bonds issued in exchange or replacement thereof as permitted by the Indenture. In accordance with the PID Act, on October 19, 2021, the City Council approved and adopted the 2021 Amended and Restated Service and Assessment Plan (as may be updated and amended from time to time, the "Service and Assessment Plan"), which described the special benefit received by the Improvement Area #3 Assessed Property, provided the basis and justification for the determination of special benefit on such property, established the methodology for the levy of the Improvement Area #3 Assessments, and provided for the allocation of Pledged Revenues for payment of principal of, premium, if any, and interest on the Bonds. On February 4, 2025, the City Council expects to approve and adopt the 2025 Amended and Restated Service and Assessment Plan (as it may be updated and amended from time to time, the "Service and Assessment Plan"), which, among other things, amends and restates the 2021 Amended and Restated Service and Assessment Plan to incorporate the terms of 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 improvements and the Annual Installments (as defined below) of Improvement Area #3 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 and developers 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 law to finance the Improvement Area #3 Projects by levying Improvement Area #3 Assessments upon properties in Improvement Area #3 of the District benefitted thereby. For a description of the assessment methodology and the amounts of assessments anticipated to be levied in each phase of the District, see "ASSESSMENT PROCEDURES" and "APPENDIX C — Form of Service and Assessment Plan. The City will covenant in the Indenture that it will take and pursue all actions permissible under the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of

the State of Texas (the “State”) or of the United States (collectively, “Applicable Laws”) to cause the Improvement Area #3 Assessments to be collected and the liens thereof to be enforced continuously. See “— Pledged Revenue Fund,” “APPENDIX B — Form of Indenture” and “APPENDIX C — Form of Service and Assessment Plan.”

Pursuant to the Indenture, the following terms are assigned the following meanings:

“Annual Collection Costs” mean the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Improvement Area #3 Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming the Bonds; (6) investing or depositing Improvement Area #3 Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the PID Act with respect to the issuance and sale of the Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with the 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, collectively, with respect to each Improvement Area #3 Assessed Property, each annual payment of (i) the Improvement Area #3 Assessments as shown on the Assessment Roll attached to the Amended and Restated Service and Assessment Plan and related to the Improvement Area #3 Bonds and the Improvement Area #3 Projects, including (i) principal; (ii) interest; (iii) Annual Collection Costs; and (iv) Additional Interest collected pursuant to Section V of the Service and Assessment Plan and deposited to the Additional Interest Reserve Account as described in the Indenture.

“Pledged Funds and Accounts” means the following funds and the accounts therein: the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

“Pledged Revenues” means the sum of (i) Annual Installments (excluding the portion of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs), (ii) the moneys held in any of the Pledged Funds and Accounts, and (iii) any additional revenues that the City may pledge to the payment of Bonds.

The PID Act provides that the Improvement Area #3 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 property assessed, superior to all other liens or claims, except liens and claims for State, county, school district, or municipality 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 Improvement Area #3 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.

Collection and Deposit of Improvement Area #3 Assessments

The Improvement Area #3 Assessments on each parcel, tract or lot which are to be collected in each year during the term of the Improvement Area #3 Bonds are shown on the Improvement Area #3 Assessment Roll. The Improvement Area #3 Assessments, together with the interest thereon, will be deposited in the Pledged Revenue Fund for the payment of the principal of, premium, if any, and interest on the Improvement Area #3 Bonds as set forth in the Service and Assessment Plan, as and to the extent provided in the Service and Assessment Plan and the Indenture. See “SECURITY FOR THE IMPROVEMENT AREA #3 BONDS — Pledged Revenue Fund” and “APPENDIX B — Form of Indenture.”

The Improvement Area #3 Assessments assessed to pay debt service on the Improvement Area #3 Bonds, together with interest thereon, are payable in Annual Installments established by the Assessment Ordinance and the Service and Assessment Plan to correspond, as nearly as practicable, to the debt service requirements for the Improvement Area #3 Bonds. An Annual Installment of Improvement Area #3 Assessments has been made payable in the Assessment Ordinance in each Fiscal Year preceding the date of final maturity of the Improvement Area #3

Bonds which, if collected, will be sufficient to pay the portion of the debt service requirements attributable to Improvement Area #3 Assessments in the Service and Assessment Plan. Each Annual Installment is payable as provided in the Service and Assessment Plan and the Assessment Ordinance.

Any sums collected for the payment of Annual Collection Costs shall be deposited in the Administrative Fund and shall not constitute Pledged Revenues.

Unconditional Levy of Improvement Area #3 Assessments

The City will impose Improvement Area #3 Assessments on the property within Improvement Area #3 of the District 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 Improvement Area #3 Assessments are effective from the date, and strictly in accordance with the terms, of the Assessment Ordinance. Each Improvement Area #3 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 Improvement Area #3 Assessments. Pursuant to the Assessment Ordinance, interest on the Improvement Area #3 Assessments for each lot or unit within Improvement Area #3 and allocated to the Bonds, begins to accrue on the date specified in the Service and Assessment Plan and, bears interest at the rate of interest on the Bonds plus the 0.50% additional interest charged on Improvement Area #3 Assessments pursuant to Section 372.018 of the PID Act (“Additional Interest Rate”). Interest on the Improvement Area #3 Assessments shall bear interest at the rates set forth in the Service and Assessment Plan. Each Annual Installment, including the interest on the unpaid amount of Improvement Area #3 Assessments, will be determined by September 30 of each year and billed on or around October 15 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 372.003(b)(14) of the PID Act, the City will levy, assess and collect each year while the Improvement Area #3 Bonds are Outstanding and unpaid, an assessment to pay the annual costs incurred by the City in the administration and operation of Improvement Area #3 of the District (the “Annual Collection Costs”). The portion of each Annual Installment of an assessment used to pay the Annual Collection Costs shall remain in effect from year to year until all Improvement Area #3 Bonds are finally paid or until the City adjusts the levy after an annual review in any year pursuant to Section 372.015(d) of the PID Act. The amount collected to pay Annual Collection Costs shall be due in the manner set forth in the Assessment Ordinance, and shall be billed on or about October 15 of each year and shall be delinquent if not paid by February 1 of the following year. **Amounts collected for Annual Collection Costs do not secure repayment of the Improvement Area #3 Bonds.**

There will be no split payment of assessments or discount for the early payment of assessments.

The PID Act provides that the Improvement Area #3 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 property within Improvement Area #3, 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 Improvement Area #3 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.” There are currently no properties within Improvement Area #3 that have claimed a homestead exemption.

Failure to pay an Annual Installment when due shall not accelerate the payment of the remaining Annual Installments of the Improvement Area #3 Assessments and such remaining Annual Installments (including interest) shall 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 Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, and execution and delivery of the Indenture, 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 Texas 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, 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 Texas 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. See “APPENDIX B — Form of Indenture.”

Pledged Revenue Fund

On or before February 15 of each year while the Improvement Area #3 Bonds are Outstanding, provided that Pledged Revenues have been received by the City, or if not, then as soon available, beginning February 15, 2023, the City shall deposit or cause to be deposited the Pledged Revenues (which excludes, for the avoidance of doubt that portion of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, which shall be deposited to the Administrative Fund and the Additional Interest Reserve Account, respectively) shall be deposited into the Pledged Revenue Fund which deposit shall be directed by the City to the Trustee pursuant to a City Certificate. Specifically, the Pledged Revenues shall be deposited to the Pledged Revenue Fund to be used in the following order of priority:

- (i) *first*, unless otherwise directed by a Supplemental Indenture, to be retained in the Pledged Revenue Fund amounts sufficient to pay Annual Debt Service on the Improvement Area #3 Bonds coming due in the current Bond Year;
- (ii) *second*, unless otherwise directed by a Supplemental Indenture, to the Reserve Account in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement;
- (iii) *third*, unless otherwise directed by a Supplemental Indenture, amounts representing Additional Interest to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest Reserve Requirement;
- (iv) *fourth*, to the Improvement Area #3 Reimbursement Fund in amounts and for the time period set forth in the Amended and Restated Service and Assessment Plan and for the annual reimbursement of Actual Costs of Improvement Area #3 Projects pursuant to the Acquisition and Reimbursement Agreement as set forth in the Service and Assessment Plan; and
- (v) *fifth*, unless otherwise directed by a Supplemental Indenture, in accordance with the written direction of the City, to pay other costs permitted by the PID Act.

Notwithstanding the foregoing, if any funds remain on deposit in the Pledged Revenue Fund after the transfers required by clauses (i) through (iv) above are made, the City shall have the option, in its sole and absolute discretion, to transfer such excess funds into the Redemption Fund to redeem Improvement Area #3 Bonds as provided in the Indenture. The City or the Administrator on behalf of the City shall direct the Trustee in writing with respect to the portions of the Pledged Revenues to be deposited as Additional Interest, Prepayments or Foreclosure Proceeds.

From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account, 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 on the next Interest Payment Date.

If, after the foregoing transfers and any transfer from the Reserve Fund, there are insufficient funds to make the payments provided 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 Improvement Area #3 Bonds.

Notwithstanding the above described flow of funds, the Trustee shall deposit (a) Additional Interest to the Pledged Revenue Fund and shall transfer all or a portion of such Additional Interest to the Additional Interest Reserve Account; (b) the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund; and (c) the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first to restore any transfers from the Reserve Account of the Reserve Fund made with respect to the Improvement Area #3 Assessed Property to which the Foreclosure Proceeds relate (up to the Reserve Account Requirement); second, to restore any transfers from the Additional Interest Reserve Account made with respect to the Improvement Area #3 Assessed Property to which the Foreclosure Proceeds relate (up to the Additional Interest Reserve Requirement); and third, to the Redemption Fund.

Notwithstanding the foregoing, any portion of Foreclosure Proceeds that are attributable to Annual Collection Costs (as identified to the Trustee in writing) shall be deposited to the Administrative Fund, and any portion of Foreclosure Proceeds attributable to Delinquent Penalties and Interest (as identified to the Trustee in writing) shall be deposited to the Additional Interest Reserve Account of the Reserve Fund until the Additional Interest Reserve Requirement is met and then to the Administrative Fund.

After satisfaction of the requirements to (i) provide for the payment of the principal and interest on the Bonds, and (ii) to fund any deficiency that may exist in the Reserve Fund (including the funding of the Additional Interest Reserve Account), the City may direct the Trustee by City Certificate to apply Improvement Area #3 Assessments for any lawful purposes permitted by the PID Act for which Improvement Area #3 Assessments may be paid, including the payment of any amount owed pursuant to the Acquisition and Reimbursement Agreement, as set forth in a Supplemental Indenture.

Improvement Area #3 Assessments representing Delinquent Penalties and Interest (as identified to the Trustee in writing) shall be deposited first to the Additional Interest Reserve Account of the Reserve Fund until the Additional Interest Reserve Account Reserve Requirement is met and then to the Administrative Fund.

Any Improvement Area #3 Assessments remaining after satisfying the foregoing payments may be used for any lawful purpose for which Improvement Area #3 Assessments may be used under the PID Act and such payments shall be applied in accordance with written direction from a City Representative to the Trustee.

Bond Fund

No later than 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.

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

Project Fund

Pursuant to the Indenture, a Project Fund will be created to be used for the purposes described in "PLAN OF FINANCE – The Bonds."

Money on deposit in the Project Fund shall be used for the purpose of for (i) paying a portion of the Actual Costs of the Improvement Area #3 Projects, (ii) funding the Reserve Account of the Reserve Fund, (iii) paying a

portion of the costs incidental to the organization and administration of the District, and (iv) paying the costs of issuance of the Bonds.

Disbursements from the Series 2025 Costs of Issuance Sub-Account of 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 or pursuant to a closing memo prepared by the City's financial advisor at closing of each series of Bonds. Moneys disbursed to the Developer at closing to pay for the costs of creating the District shall be paid pursuant to a Closing Disbursement Request. Any funds in the Series 2025 Costs of Issuance Sub-Account not needed to pay costs of issuance shall be transferred to (i) the Series 2025 Improvement Sub-Account of the Improvement Account of the Project Fund and used to pay Actual Costs of the Improvement Area #3 Projects or (ii) to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds, as directed by the City.

If the City Representative determines in his or her sole discretion that amounts then on deposit in the Series 2025 Improvement Sub-Account of the Improvement Account of the Project Fund are not expected to be expended for purposes thereof due to the abandonment, or constructive abandonment, of the Improvement Area #3 Projects, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Series 2025 Improvement Sub-Account of the Improvement Account will ever be expended for the purposes thereof, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Series 2025 Improvement Sub-Account of the Improvement Account that are not expected to be used for purposes thereof. If such City Certificate is so filed, the amounts identified on the City Certificate currently on deposit in the Series 2025 Improvement Sub-Account of the Improvement Account shall be transferred to the Redemption Fund to redeem Bonds on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture and the Series 2025 Improvement Sub-Account of the Improvement Account shall be closed.

Upon the filing of a City Certificate stating that all Improvement Area #3 Projects have been completed and that all Actual Costs have been paid, or that any such costs are not required to be paid from the Series 2025 Improvement Sub-Account of the Improvement Account pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining within the Series 2025 Improvement Sub-Account of the Improvement Account to the Principal and Interest Account or to the Redemption Fund as directed by the City Representative in a City Certificate filed with the Trustee, and shall close the Series 2025 Improvement Sub-Account of the Improvement Account of the Project Fund.

Upon a determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Series 2025 Costs of Issuance Sub-Account shall be transferred as directed by the City in a City Certificate filed with the Trustee, and the Series 2025 Costs of Issuance Sub-Account shall be closed. If such City Certificate is so filed, the amounts on deposit in the Series 2025 Costs of Issuance Sub-Account shall be transferred, as directed by the City, to (i) the Series 2025 Improvement Sub-Account of the Improvement Account of the Project Fund and used to pay Actual Costs of the Improvement Area #3 Projects or (ii) to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds.

Redemption Fund

Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Improvement Area #3 Bonds pursuant to optional redemption, extraordinary optional redemption and mandatory sinking fund redemption as provided in the Supplemental Indenture.

The Trustee shall cause to be deposited to the Redemption Fund from Prepayments and Foreclosure Proceeds received by the Trustee, an amount sufficient to redeem Improvement Area #3 Bonds pursuant to the extraordinary optional redemption provisions as set forth in the Supplemental Indenture. If after such transfer, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Improvement Area #3 Bonds to the date fixed for redemption of the Improvement Area #3 Bonds to be redeemed as a result of such Prepayment, the Trustee shall, to the extent sufficient funds are available in the Additional Interest Reserve Account, transfer an amount equal to the shortfall from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Improvement Area #3 Bonds.

The Trustee shall, to the extent sufficient funds are available from the Pledged Revenues received by the Trustee and not otherwise disbursed in accordance with the provisions of the Indenture, cause to be deposited to the Redemption Fund from Pledged Revenues and pursuant to any transfers made pursuant to the Indenture, an amount sufficient to redeem Improvement Area #3 Bonds pursuant to optional redemption, extraordinary optional redemption or mandatory sinking fund redemption at the direction of the City.

Reserve Account

Pursuant to the Indenture, a Reserve Account will be created within the Reserve Fund for the benefit of the Bonds and will be held by the Trustee and funded with proceeds of the Bonds in the amount of the Reserve Account Requirement. Additionally, an Additional Interest Reserve Account has been created within the Reserve Fund for the benefit of the Improvement Area #3 Bonds and will be held by the Trustee and funded from the deposit of Additional Interest in the amount of the Additional Interest Account Requirement. See “APPENDIX B – Form of Indenture” and “APPENDIX C – Form of Service and Assessment Plan.”

The Reserve Account of the Reserve Fund will be funded with a deposit of \$ _____ from the proceeds of the Bonds in the amount of the Reserve Fund Requirements for the Bonds and the City agrees with the Owners of the Improvement Area #3 Bonds to accumulate, and when accumulated, maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. As noted below, all amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund in the event of any deficiency in such Principal and Interest Account on any Interest Payment Date or any date on which principal of the Improvement Area #3 Bonds is due.

Whenever a transfer is made from the Reserve Account to the Principal and Interest Account of the Bond Fund due to a deficiency in the Principal and Interest Account, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn. Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative and the Administrator of the amount of the excess. Upon receipt of a City Certificate, the Trustee shall transfer such excess to the Principal and Interest Account, the Redemption Fund, or the Administrative Fund, as set forth in the City Certificate. The excess amounts transferred from the Reserve Account to the Administrative Fund will be presumed to have been transferred, first, from sources other than Bond proceeds (including investment earnings on such proceeds) and, second, from amounts that are Bond proceeds (including investment earnings on such proceeds).

At the final maturity of the Improvement Area #3 Bonds, the amount on deposit in the Reserve Account shall be transferred to the Principal and Interest Account or the Redemption Fund, as applicable, and applied to the payment of the principal of the Improvement Area #3 Bonds. 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.

At the final maturity of the Improvement Area #3 Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Improvement Area #3 Bonds. If the amount held in the Reserve Account, together with the amounts held in the Pledged Revenue Fund, the Principal and Interest Account of the Bond Fund and the Redemption Fund, is sufficient to pay the principal amount of all Outstanding Improvement Area #3 Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Improvement Area #3 Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Improvement Area #3 Bonds as of such Interest Payment Date.

Whenever Improvement Area #3 Bonds are to be redeemed with the proceeds of Prepayments, a proportionate amount in the Reserve Account shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Improvement Area #3 Bonds as detailed in a City Certificate. The amount so transferred from the Reserve Account shall be equal to an amount representing the difference between (i) the lesser of (A) the Reserve Account Requirement prior to redemption and (B) the amount actually on deposit in the Reserve Account prior to redemption, and (ii) the Reserve Account Requirement after such

redemption; provided, however, no such transfer from the Reserve Account shall cause the amount on deposit therein to be less than the Reserve Account Requirement to be in effect after such redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest on the Improvement Area #3 Bonds, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Improvement Area #3 Bonds to the date fixed for redemption of the Improvement Area #3 Bonds to be redeemed as a result of such Prepayment, the Trustee shall, to the extent sufficient funds are available in the Additional Interest Reserve Account, transfer an amount equal to the shortfall from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Improvement Area #3 Bonds.

Additional Interest Reserve Account

Pursuant to the Indenture, an Additional Interest Reserve Account has been created within the Reserve Fund and held by the Trustee for the benefit of the Improvement Area #3 Bonds. The Trustee will transfer from the Pledged Revenue Fund to the Additional Interest Reserve Account, to the extent that the Reserve Account contains the Reserve Account Requirement and funds are available after application of the deposit priority described in “— Pledged Revenue Fund” above, an amount equal to the Additional Interest in the Additional Interest Reserve Account until an amount equal to an amount equal to 5.5% of the principal amount of the Outstanding Improvement Area #3 Bonds (the “Additional Interest Reserve Requirement”) has been accumulated in the Additional Interest Reserve Account; provided, however, that at any time the amount on deposit in the Additional Interest Reserve Account is less than Additional Interest Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has accumulated in the Additional Interest Reserve Account. See “APPENDIX B — Form of Indenture” and “APPENDIX C — Form of Service and Assessment Plan.”

Administrative Fund

The City shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay Annual Collection Costs and Delinquent Collection Costs. The City or the Administrator, on behalf of the City, shall direct the Trustee pursuant to the City Certificate with respect to the portions of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs to be deposited pursuant to this section.

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 Certificate 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 IS NOT SECURITY FOR THE BONDS.**

The Trustee shall transfer its authorized fees and expenses from the Administrative Fund to pay the foregoing unless the Trustee receives written objection from the City within ten (10) Business Days of its delivery of notice of such costs to the City. No City Certificate is necessary for the Trustee to receive compensation for the services rendered hereunder.

Improvement Area #3 Bonds Deemed Paid

All Outstanding Improvement Area #3 Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Improvement Area #3 Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Improvement Area #3 Bonds to become due on such Improvement Area #3 Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Improvement Area #3 Bonds to become due on such Improvement Area #3 Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Improvement Area #3 Bonds are then rated, the Trustee shall have

received written confirmation from each rating agency which is providing a rating on the Improvement Area #3 Bonds, that such deposit will not result in the reduction or withdrawal of the rating on the Improvement Area #3 Bonds. 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 Improvement Area #3 Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Improvement Area #3 Bonds on and prior to such redemption date or maturity date thereof, as the case may be, only upon receipt by the Trustee of (i) a report by an independent certified public accountant selected by the City, after giving effect to such request, verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on the Improvement Area #3 Bonds to become due on such Improvement Area #3 Bonds on and prior to the redemption date or maturity date thereof, as the case may be and (ii) an opinion of Bond Counsel stating that that no adverse federal tax consequences will result from reinvesting such cash. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

“Defeasance Securities” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities. “Investment Securities” means those authorized investments described in the City’s official investment policy as approved by the City Council from time to time, and eligible for the investment of public funds by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended. 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, 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 Improvement Area #3 Bonds. 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 Improvement Area #3 Assessments, including the prosecution of foreclosure proceedings;
- (iii) the failure to make payment of the principal of or interest on any of the Improvement Area #3 Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days; and
- (iv) default in the performance or observance of any covenant, agreement or obligation of the City under the Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of a Quarter in Interest of the Improvement Area #3 Bonds with a

copy to the Trustee, specifying such default by the Owners of a Quarter in Interest of the Improvement Area #3 Bonds at the time Outstanding requesting that the failure be remedied.

An event described above will not be viewed as an Event of Default if it is in violation of any applicable state law or court order.

Immediate Remedies for Default

Upon the happening and continuance of any of the Events of Default described in the Indenture, the Trustee may, and at the written direction of Owners of a Quarter in Interest of the Improvement Area #3 Bonds then Outstanding, may proceed against the City for the purpose of protecting and enforcing 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 herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

THE PRINCIPAL OF THE IMPROVEMENT AREA #3 BONDS 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 Improvement Area #3 Bonds, in the selection of Trust Estate assets to be used in the payment of Improvement Area #3 Bonds due under in an Event of Default, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

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 Applicable Laws and apply the proceeds thereof in accordance with the provisions of this subcaption. 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 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 hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of a Quarter in Interest of the Improvement Area #3 Bonds 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 required by the Indenture, (iv) the Trustee has for ninety (90) 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 direction inconsistent with such written request has been given to the Trustee during such 90-day period by the registered owners of a majority of the aggregate principal amount of the Improvement Area #3 Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Improvement Area #3 Bonds 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 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 registered owners of all Improvement Area #3 Bonds 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 the Indenture and to any action or cause of action for the enforcement of the Indenture or for any other remedy thereunder.

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 Improvement Area #3 Bonds at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Improvement Area #3 Bond issued thereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Improvement Area #3 Bonds.

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 and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of the Indenture shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out 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 Improvement Area #3 Bonds, as follows:

(i) First: To the payment to the registered 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 registered owners entitled thereto, without any discrimination or preference; and

(ii) Second: To the payment to the registered owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Improvement Area #3 Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Improvement Area #3 Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the registered owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to the Indenture.

In the event funds are not adequate to cure any of the Events of Default, the available funds shall be allocated to the Improvement Area #3 Bonds that are Outstanding in proportion to the quantity of Improvement Area #3 Bonds 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, 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 established pursuant to the Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) Business Days in advance of the making of such investment in time deposits, other bank deposit products, or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on

which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act Chapter 2256 Texas Government Code, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times set forth in the Indenture. Such investments shall be valued each year in terms of current market value as of September 30 and on each Interest Payment Date (for the purpose of determining excess funds pursuant to the Indenture). For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investments 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 are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold to prevent any default. In the absence of investment instructions from the City, the Trustee shall hold monies held by it uninvested. Any obligations purchased as an investment of moneys in any Fund 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.

The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment and may receive compensation in connection with any investment if approved by the City in writing. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments and may conclusively rely on the City's written instructions of the directed investments.

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 the Indenture.

The Trustee will furnish the City monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, the Trustee is not required to provide brokerage confirmations unless the Trustee receives a written request from the City. No monthly cash transaction statement will be provided if no activity occurred during such month, so long as the Trustee is providing such online access. The Trustee may conclusively rely on City Certificates that such an investment will comply with the City's investment policy and with the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

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 Pledged Revenues, the Trust Estate, or any other property pledged under the Supplemental Indenture, except any pledge created for the equal and ratable security of the Bonds.

So long as Bonds are Outstanding, the City shall not issue any bonds, notes, or other evidences of indebtedness secured by any pledge of or other lien or charge on any portion of the Pledged Revenues, the Trust Estate, or other property pledged under the Supplemental Indenture, except that the City may issue Refunding Bonds in accordance with the terms of the Supplemental Indenture.

Conditions Precedent to Issuance of Improvement Area #3 Bonds

Each series of Improvement Area #3 Bonds shall be issued and delivered only upon delivery to the Trustee of the following:

(i) Certified copy of a Supplemental Indenture authorizing the issuance thereof and specifying the terms and provisions of such Improvement Area #3 Bonds as required by the Master Indenture;

(ii) Certificate of the City stating that (i) all conditions precedent to the issuance of the Improvement Area #3 Bonds specified in the Master Indenture and in any Supplemental Indenture have been satisfied, and (ii) the City is not in default in any covenant, representation, warranty, or provisions of the Master Indenture or of any Supplemental Indenture unless such default will be cured by the issuance of the proposed Improvement Area #3 Bonds; and

(iii) City Certificates executed by an Authorized Officer of the City directing the application of the proceeds of the Improvement Area #3 Bonds.

No Bonds shall be issued pursuant to a Supplemental Indenture unless the value to lien ratio of the Improvement Area #3 Assessments to the value of the Improvement Area #3 Assessed Property for each series of Improvement Area #3 Bonds equals at least 3:1, as determined by the City.

The requirements necessary to issue Additional Bonds have been met prior to the issuance of the Bonds. The City does not anticipate issuing any Additional Bonds other than these Bonds.

Additional Obligations, Other Liens, and Refunding Bonds

The City reserves the right to issue Additional Obligations (“Additional 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 the Improvement Area #3 Bonds and Refunding Bonds issued to refund all or a portion of the Improvement Area #3 Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on any portion of the Trust Estate, and will not cause or allow any matter or things whereby the lien of the Indenture or the priority hereof might or could be lost or impaired, and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with the Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in the Indenture shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Improvement Area #3 Bonds.

The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Improvement Area #3 Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State, and in accordance with the conditions set forth below:

(i) The principal of all Refunding Bonds must (i) be scheduled to be paid, (ii) be subject to mandatory sinking fund redemption or (iii) mature, on September 1 of the years in which such principal (i) is scheduled to be paid, (ii) is subject to mandatory sinking fund redemption or (iii) matures. All Refunding Bonds must bear interest at a fixed rate and any interest payment dates for Refunding Bonds must be March 1 and September 1. The date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of Refunding Bonds shall be set forth in a supplemental indenture; and

(ii) Upon their authorization by the City, the Refunding Bonds of a Series issued under the Indenture shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the delivery of said Refunding Bonds to such purchasers or owners there shall have been filed with the Trustee (1) a copy, certified by the City Secretary of the City, of the ordinance or ordinances of the City authorizing the issuance, sale, execution and delivery of the Refunding Bonds and the execution and delivery of a supplemental indenture establishing, among other things, the date, rate or rates of interest

on, interest payment dates, maturity dates, redemption and all other terms and provisions of such Refunding Bonds, and (2) an original executed counterpart of the supplemental indenture for such Refunding Bonds.

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SOURCES AND USES OF FUNDS*

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

Sources of Funds:	
Principal Amount	\$
City Contribution – Project Fund ⁽¹⁾	
TOTAL SOURCES	\$
Use of Funds:	
Deposit to Reserve Account of the Reserve Fund	\$
Deposit to the Series 2025 Costs of Issuance Sub-Account of the Project Fund	
Deposit to the Administrative Fund	
Deposit to the Series 2025 Improvement Sub-Account of the Improvements Account of the Project Fund	
Underwriter Discount ⁽²⁾	
TOTAL USES	\$

- ⁽¹⁾ Represents the annual installment collected for the Improvement Area #3 Reimbursement Obligation for fiscal year 2023/2024, which is currently on deposit in the Improvement Area #3 Reimbursement Fund created under the Master Indenture. Such amount will be transferred to the Series 2025 Improvement Sub-Account of the Improvement Account of the Project Fund upon the issuance of the Bonds, plus any residual interest earnings associated therewith.
- ⁽²⁾ Includes Underwriter’s Counsel’s fee.

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* Preliminary, subject to change.

DEBT SERVICE REQUIREMENTS*

The following table sets forth the debt service requirements for the Improvement Area #3 Bonds:

Year Ending (9/30)	2025 Bonds			Outstanding 2021 Bonds			Total Improvement Area #3 Bonds
	Principal	Interest	Total	Principal	Interest	Total	Total
2025				\$317,000.00	\$392,103.76	\$709,103.76	
2026				326,000.00	383,386.26	709,386.26	
2027				336,000.00	374,421.26	710,421.26	
2028				349,000.00	363,081.26	712,081.26	
2029				362,000.00	351,302.50	713,302.50	
2030				375,000.00	339,085.00	714,085.00	
2031				389,000.00	326,428.76	715,428.76	
2032				403,000.00	313,300.00	716,300.00	
2033				419,000.00	298,187.50	717,187.50	
2034				437,000.00	282,475.00	719,475.00	
2035				454,000.00	266,087.50	720,087.50	
2036				473,000.00	249,062.50	722,062.50	
2037				492,000.00	231,325.00	723,325.00	
2038				512,000.00	212,875.00	724,875.00	
2039				533,000.00	193,675.00	726,675.00	
2040				555,000.00	173,687.50	728,687.50	
2041				578,000.00	152,875.00	730,875.00	
2042				601,000.00	131,200.00	732,200.00	
2043				628,000.00	107,160.00	735,160.00	
2044				655,000.00	82,040.00	737,040.00	
2045				683,000.00	55,840.00	738,840.00	
2046				713,000.00	28,520.00	741,520.00	
2047					-	-	
2048					-	-	
2049					-	-	
2050					-	-	
2051					-	-	
2052					-	-	
2053					-	-	
2054					-	-	
Total							

* To be updated and completed upon pricing.

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

OVERLAPPING TAXES AND DEBT

The land within Improvement Area #3 of the District has been, and is expected to continue to be, subject to taxes and assessments imposed by taxing entities. Such taxes and assessments are payable in addition to the Improvement Area #3 Assessments.

Overlapping Taxes

Hays County, Austin Community College District, Hays County Emergency Services District No. 5, Hays County Emergency Services District No. 9, and the Hays Consolidated Independent School District may each levy ad valorem taxes upon land in Improvement Area #3 of the District 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 assessments levied by such other taxing authorities. Pursuant to the terms of the Development Agreement and unless the Development Agreement is amended to provide otherwise, the City has agreed not to annex any portion of the District until all of the Improvement Area #1 Bonds, the Improvement Area #2 Bonds, the Improvement Area #3 Bonds, the Improvement Area #4 Bonds, the Improvement Area #5 Bonds, the Improvement Area #3 Bonds and Future Improvement Area Bonds, if any, have been repaid in full, and there are no further assessments against property within the District outstanding. The following table reflects the overlapping ad valorem tax rates currently levied on property located in Improvement Area #3 of the District. Improvement Area #3 is located entirely within the extraterritorial jurisdiction of the City and within Hays County, Austin Community College District, Hays County Emergency Services District No. 5, Hays County Emergency Services District No. 9, and the Hays Consolidated Independent School District.

Taxing Entity	Tax Year 2024 Ad Valorem Tax Rate ⁽¹⁾
Hays County ⁽²⁾	\$0.35000
Austin Community College District	\$0.10130
Hays County Emergency Services District No. 5	\$0.10000
Hays County Emergency Services District No. 9	\$0.05044
Hays Consolidated Independent School District	<u>\$1.15460</u>
Total Current Tax Rate	<u>\$1.75634</u>
Estimated Average Annual Assessment in Improvement Area #3 as a Tax Rate Equivalent	
	<u>\$0.66819⁽³⁾⁽⁴⁾</u>
Estimated Total Tax Rate and Average Annual Assessment in Improvement Area #3 as a Tax Rate Equivalent	
	<u>\$2.42453⁽³⁾</u>

⁽¹⁾ As reported by the taxing entities. Per \$100 in assessed value. Rounded to the fourth decimal place.

⁽²⁾ Includes Hays County Special Road District Tax

⁽³⁾ Preliminary, subject to change; Assumes completion of homes at values estimated by the Developer.

⁽⁴⁾ Reflects the average of the estimated average annual assessment as a tax rate equivalent for each lot type in Improvement Area #3; See "ASSESSMENT PROCEDURES – Assessment Methodology – Assessment Reallocation in Improvement Area #3" for tax rate equivalent for each lot type.

Source: Municipal Advisory Council of Texas and Service and Assessment Plan.

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Overlapping Debt

As noted above, Improvement Area #3 of 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 #3 of the District, and City debt to be secured by the Improvement Area #3 Assessments:

Taxing or Assessing Entity	Gross Outstanding Debt as of December 1, 2024	Estimated Percentage Applicable ⁽¹⁾	Direct and Estimated Overlapping Debt ⁽¹⁾
The City (Assessments – the Bonds)	\$ 5,414,000*	100.00%	\$ 5,414,000*
The City (Assessments – the Series 2021 Bonds) ⁽²⁾	10,590,000	100.00%	10,590,000
Hays County Emergency Services District No. 5 ⁽³⁾	-	N/A	-
Hays County Emergency Services District No. 9	-	N/A	-
Hays County	475,118,993	0.1655%	786,123
Austin Community College District	540,180,000	0.0199%	107,314
Hays Consolidated Independent School District	872,065,000	0.4695%	4,094,260
	<u>\$1,903,367,993</u>		<u>\$20,991,697</u>

* Preliminary, subject to change

⁽¹⁾ Based upon certified valuations of Tax Year 2024 for the taxing entities.

Sources: Hays Central Appraisal District, Municipal Advisory Council of Texas and Hays County Emergency Services District No. 5.

Homeowners' Association

In addition to the Improvement Area #3 Assessments described above, the Developer anticipates that each lot owner in Improvement Area #3 of the District will pay a maintenance and operation fee and/or a property owner's association fee to a homeowner's association (the "HOA"), which was formed by HMBRR Development in December of 2018. The current HOA assessment for Improvement Area #3 is \$800 per year, at \$200 per quarter.

ASSESSMENT PROCEDURES

General

Capitalized terms under this caption and not otherwise defined in the Preliminary Limited Offering Memorandum shall have the meaning given to such terms 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 #3 Projects through Improvement Area #3 Assessments, it must adopt a resolution generally describing the Improvement Area #3 Authorized Improvements and the land within Improvement Area #3 of the District to be subject to Improvement Area #3 Assessments to pay the costs therefor. The City has caused an assessment roll to be prepared (the "Improvement Area #3 Assessment Roll"), which Improvement Area #3 Assessment Roll shows the land within Improvement Area #3 to be assessed, the amount of the benefit to and the Improvement Area #3 Assessment against each lot or parcel of land and the number of Annual Installments in which the Improvement Area #3 Assessment is divided. The Assessment Roll was filed with the City Secretary and made available for public inspection. Statutory notice was given to the owners of the property to be assessed and a public hearing will be conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Improvement Area #3 Authorized Improvements and funding the same with Improvement Area #3 Assessments. The City expects to levy the Improvement Area #3 Assessments and adopt the Assessment Ordinance on February 4, 2025. After adoption of the Assessment Ordinance, the Improvement Area #3 Assessments will become legal, valid and binding liens upon the property against which the Improvement Area #3 Assessments were made.

Under the PID Act, the costs of the Improvement Area #3 Authorized Improvements to be defrayed through Improvement Area #3 Assessments may be assessed by the City against the assessable property in Improvement Area #3 of the District, so long as the special benefit conferred upon the Improvement Area #3 Assessed Property by the

Improvement Area #3 Authorized Improvements equals or exceeds the Improvement Area #3 Assessments. The costs of the Improvement Area #3 Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of cost on Improvement Area #3 Assessed Property similarly benefitted. The allocation of benefits and assessments to the benefitted land within Improvement Area #3 of the District is presented in the Service and Assessment Plan, which should be read in its entirety. See “APPENDIX C — Form of Service and Assessment Plan.”

Assessment Methodology

The Service and Assessment Plan describes the special benefit to be received by each parcel of assessable property as a result of the Improvement Area #3 Authorized Improvements, as applicable, provides the basis and justification for the determination that such special benefit exceeds the Improvement Area #3 Assessments being levied, and establishes the methodology by which the City allocates the special benefit of the Improvement Area #3B Project to parcels in a manner that results in equal shares of costs being apportioned to parcels similarly benefitted.

As described in the Service and Assessment Plan, a portion of the costs of the Improvement Area #3 Authorized Improvements are being funded with proceeds of the Bonds and the Series 2021 Bonds, which are payable from and secured by Pledged Revenues and other funds comprising the Trust Estate.

Method of Apportionment of Assessments. As set forth in the Service and Assessment Plan, the City Council has determined to allocate the cost of Major Improvements between Improvement Area #1, Improvement Area #2, Improvement Area #3, Improvement Area #4, Improvement Area #5, and a portion of the Remainder Area based on the total number of Lots in each area expected to be served by each Major Improvement. Certain Major Improvements (hereinafter defined as the Remainder Area Authorized Improvements) benefit individual improvement areas and only a portion of the Remainder Area, while other Major Improvements benefit the entire District. See Exhibit L for maps of the Authorized Improvements, to “APPENDIX C – Form of Service and Assessment Plan.” The Major Improvements described in the current form of the Service and Assessment Plan may not include all of the major infrastructure that will benefit all or a portion of the Remainder Area, and the Major Improvements may be expanded or modified as development in the District progresses.

Method of Allocation of Assessments. As set forth in the Service and Assessment Plan, the City Council initially allocated the Improvement Area #3 Assessment to the initial parcel in Improvement Area #3 (the “Improvement Area #3 Initial Parcel”). See Exhibit A, Authorized Improvements, and Exhibit L, Improvement Area #3 Assessment Roll, to “APPENDIX C – Form of Service and Assessment Plan.”

Method of Reallocation of Assessments. Upon division, the Improvement Area #3 Assessment allocated to the Improvement Area #3 Initial Parcel was allocated to the Improvement Area #3 Assessed Property based on the ratio of estimated build out value of each Improvement Area #3 Assessed Property or Lot (upon recorded subdivision plat — estimated average build out value of all newly subdivided Lots with same Lot Type) to the estimated build out value for all Parcels or Lots within the prior Parcel.

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Improvement Area #3 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.

If, as a result of any replat, the sum of the Improvement Area #3 Assessments against the replatted Lot(s) exceeds the sum of the Improvement Area #3 Assessments before the replat, then prior to recording the replat the person(s) requesting the replat must prepay the amount by which the Improvement Area #3 Assessment for the replatted Lot(s) exceeds the sum of the Improvement Area #3 Assessments before the replat. The replat shall not be recorded without a letter from the Administrator confirming that the payment has been made.

The reallocation of an Improvement Area #3 Assessment against a Lot after the Lot has been designated as a homestead under Texas law may not exceed the Improvement Area #3 Assessment against the homestead Lot prior to the reallocation.

True-up of Assessments if Maximum Assessment Exceeded. Prior to the approval of a final subdivision plat, the Administrator will certify that the final plat will not cause the Improvement Area #3 Assessment for any Lot Type to exceed the applicable Maximum Assessment. If the subdivision of any Improvement Area #3 Assessed Property by a final subdivision plat causes the Improvement Area #3 Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the landowner shall partially prepay the Improvement Area #3 Assessment for each Improvement Area #3 Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Improvement Area #3 Assessment to the applicable Maximum Assessment for such Lot Type. The City’s approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Improvement Area #3 Assessments.

Mandatory Prepayment of Assessments. If an Improvement Area #3 Assessed Property is transferred to a person or entity that is exempt from payment of the Improvement Area #3 Assessments, the owner transferring the Improvement Area #3 Assessed Property shall pay to the City the full amount of the Improvement Area #3 Assessment, plus Prepayment Costs and Delinquent Collection Costs for such Improvement Area #3 Assessed Property, prior to the transfer. If the owner of the Improvement Area #3 Assessed Property causes the Improvement Area #3 Assessed Property to become Non-Benefitted Property, the owner causing the change in status shall pay the full amount of the Improvement Area #3 Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

Reduction of Assessments. If as a result of cost savings or an Improvement Area #3 Authorized Improvement not being constructed, the Actual Costs of completed Improvement Area #3 Authorized Improvements are less than the Improvement Area #3 Assessments, the Improvement Area #3 Assessments shall be reduced on a pro-rata basis such that the sum of the resulting reduced Improvement Area #3 Assessments for all Improvement Area #3 Assessed Property equals the reduced Actual Costs. The Improvement Area #3 Assessments shall not, however, be reduced to an amount less than the outstanding Improvement Area #3 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 Improvement Area #3 Assessment Roll and corresponding Annual Installments to reflect the reduced Improvement Area #3 Assessments. See “APPENDIX C — Form of Service and Assessment Plan.”

The following table provides the initial allocation of the Improvement Area #3 Assessments between the sections within Improvement Area #3.

Assessment Allocation*

Parcel	Total Assessment
Section 8A	\$4,046,915
Section 8B	\$3,871,812
Section 9	\$4,227,118
Section 10	\$3,858,156

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* Preliminary, subject to change.

The following tables provide the expected allocation of Improvement Area #3 Assessments based on Lot Type.

Assessment Reallocation in Improvement Area #3

Planned Lot Type (ft.)	Planned Number of Units	Est. Finished Lot Value per Unit ⁽¹⁾	Projected Home Value per Unit ⁽²⁾	Estimated Assessment per Lot	Total Assessment per Lot Type ⁽³⁾	Estimated Average Annual Installments per Lot	Tax Rate Equivalent per \$100/AV (Finished Lots)	Tax Rate Equivalent per \$100/AV (Completed Homes)
55'	122	86,750	\$441,000	\$38,114.85	\$4,650,011.70	\$2,946.72	\$3.3968	\$0.6682
60'	102	89,928	\$479,500	\$41,442.33	\$4,227,117.66	\$3,203.98	\$3.5628	\$0.6682
70'	133	105,262	\$620,000	\$53,585.50	\$7,126,871.50	\$4,142.78	\$3.9357	\$0.6682
Total/Avg.	357							

⁽¹⁾ Values are retail lot values provided by the Developer.

⁽²⁾ Estimate provided by the Developer.

⁽³⁾ Obtained from the Service and Assessment Plan; based upon projected home values provided by the Developer.

Collection and Enforcement of Assessment Amounts

Under the PID Act, the Annual Installments may be collected in the same manner and at the same time as regular ad valorem taxes of the City. The Improvement Area #3 Assessments 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 #3 Assessments 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.

The City will covenant in the Indenture to collect, or cause to be collected, Improvement Area #3 Assessments as provided in the Assessment Ordinance. 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 Annual Installments. Each Annual Service Plan Update shall include an updated Improvement Area #3 Assessment Roll and a calculation of the Annual Installment for each Parcel. Annual Collection Costs shall be allocated among all Parcels in proportion to the amount of the Annual Installments for the Parcels.

The City will covenant, agree and warrant in the Indenture that, for so long as any Improvement Area #3 Bonds are Outstanding, that it will take and pursue all actions permissible under Applicable Laws to cause the Improvement Area #3 Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Improvement Area #3 Assessments.

To the extent permitted by law, notice of the Annual Installments 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 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 Improvement Area #3 Assessment or the corresponding Improvement Area #3 Assessed Property.

The City will implement the basic timeline and procedures for Improvement Area #3 Assessment collections and pursuit of delinquencies set forth in Exhibit C of the Continuing Disclosure Agreement of the 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 #3 Assessments.

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

Annual Installments will be paid to the City or its agent. Annual Installments are billed in each year, and become delinquent on February 1 of the following year. In the event Improvement Area #3 Assessments are not timely paid, there are penalties and interest as set forth below:

<u>Date Payment</u> <u>Received</u>	<u>Cumulative</u> <u>Penalty</u>	<u>Cumulative</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 increases 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 #3 Assessments are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

Assessment Amounts

The maximum amounts of the Improvement Area #3 Assessments have been established by the methodology described in the Service and Assessment Plan. The Improvement Area #3 Assessment Roll sets forth for each year the Annual Installment for each Parcel consisting of payment of (i) principal, (ii) interest, (iii) Annual Collection Costs, and (iv) Additional Interest (relating to Improvement Area #3 Assessments securing the Bonds). The Annual Installments for Improvement Area #3 may not exceed the amounts shown on the Improvement Area #3 Assessment Roll. The Improvement Area #3 Assessments will be levied against the parcels comprising the Improvement Area #3 Assessed Property in Improvement Area #3 as indicated on the Improvement Area #3 Assessment Roll. See “APPENDIX C — Form of Service and Assessment Plan.”

The Annual Installments shown on the Improvement Area #3 Assessment Roll will be reduced to equal the actual costs of repaying the Improvement Area #3 Bonds, the Additional Interest and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The Bonds are secured by a first lien on and pledge of the Trust Estate, including the Improvement Area #3 Assessments. See “SECURITY FOR THE IMPROVEMENT AREA #3 BONDS” and “APPENDIX C — Form of Service and Assessment Plan.”

Prepayment of Improvement Area #3 Assessments

Pursuant to the PID Act and the Indenture, the owner of any property assessed may voluntarily prepay (a “Prepayment”) all or part of any Improvement Area #3 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 #3 Assessment are not to be considered a Prepayment, but rather are to be treated as payment of the regularly scheduled installment of the Improvement Area #3 Assessments.

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Improvement Area #3 Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Improvement Area #3 Assessed Property by a final subdivision plat causes the Improvement Area #3 Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the respective Improvement Area #3 Landowner shall partially prepay the Improvement Area #3 Assessment for each Improvement Area #3 Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Improvement Area #3 Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Improvement Area #3 Assessments.

Priority of Lien

The Improvement Area #3 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 #3 Assessment is 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 property assessed may pay the entire Improvement Area #3 Assessment 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 Annual Installment, except for unpaid Improvement Area #3 Assessments on homestead property (unless the lien associated with the assessment 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 Annual Installment. In such action the real property subject to the delinquent Annual Installments may be sold at judicial foreclosure sale for the amount of such delinquent Annual Installments, plus penalties and interest.

Any sale of property for nonpayment of an installment or installments of an Improvement Area #3 Assessment will be subject to the lien established for remaining unpaid installments of the Improvement Area #3 Assessment 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 #3 Assessments 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 Bonds 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 #3 Assessment on the corresponding Improvement Area #3 Assessed Property.

The City will covenant in the Indenture to take and pursue all actions permissible under Applicable Laws to cause the Improvement Area #3 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 Improvement Area #3 Assessments, provided that the City is not required to expend any funds for collection and enforcement of Improvement Area #3 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 the Issuer" for a description of the expected timing of certain events with respect to collection of the delinquent Improvement Area #3 Assessments.

ASSESSMENT DATA

Collection and Delinquency History of Assessments

Improvement Area #1 Assessments. On October 1, 2018, the City levied special assessments on assessable property in Improvement Area #1 of the District (“Improvement Area #1 Assessments”), through the City Council’s adoption of an assessment ordinance and approval of the initial Service and Assessment Plan. Upon such adoption, the Improvement Area #1 Assessments became legal, valid and binding liens upon the property against which the Improvement Area #1 Assessments are levied.

The following table shows the collection and delinquency history of the Improvement Area #1 Assessments.

**Collection and Delinquent History of the District
(Improvement Area #1)**

Collected in Fiscal Year Ending 9/30	Assessments Billed	Parcels Levied ⁽¹⁾	Parcels Subject to Quarterly Payments ⁽²⁾	Delinquent Amount as of 3/1	Outstanding Quarterly Payments Amount as of 4/1 ⁽³⁾	Outstanding Quarterly Payments Amount as of 6/1 ⁽³⁾	Delinquent Amount as of 9/1	Assessments Collected ⁽⁵⁾
2024	\$855,588.38	331	2	\$11,530.03	\$1,167.29	\$0.00	\$2,814.65	\$855,588.38
2023	\$864,194.38	331	0	\$21,065.01	\$0.00	\$0.00	\$0.00	\$864,194.38
2022	\$744,880.54	332	1	\$22,416.34	\$1,279.82	\$582.09	\$0.00	\$744,880.54
2021	\$946,964.45	213	0	\$34,042.90	\$0.00	\$0.00	\$2,475.52	\$946,964.45
2020 ⁽⁴⁾	\$68,075.00	112	0	\$399.77	\$0.00	\$0.00	\$0.00	\$68,075.00

- ⁽¹⁾ “Parcels levied” is the total parcels on the Assessment Roll, which includes properties with a \$0 assessment.
- ⁽²⁾ Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons ages 65 or older or the disabled, who qualified for an exemption under either Section 11.13(c), 11.132 or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments (“Quarterly Payments”).
- ⁽³⁾ Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the first Quarterly Payment is due before February 1, the second Quarterly Payment is due before April 1, the third Quarterly Payment is due before June 1, and the fourth Quarterly Payment is due before August 1. Each unpaid Quarterly Payment is delinquent and incurs penalties and interest if not paid by the applicable date.
- ⁽⁴⁾ The initial annual installments of the Improvement Area #1 Assessments were billed in October of 2019 and were collected as of January 31, 2020 per the Hays County Tax Assessor-Collector.
- ⁽⁵⁾ As of December 1, 2024.

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Improvement Area #2 Assessments. On December 15, 2020, the City levied special assessments on assessable property in Improvement Area #2 of the District (“Improvement Area #2 Assessments”), through the City Council’s adoption of an assessment ordinance and approval of the initial Service and Assessment Plan. Upon such adoption, the Improvement Area #2 Assessments became legal, valid and binding liens upon the property against which the Improvement Area #2 Assessments are levied.

The following table shows the collection and delinquency history of the Improvement Area #2 Assessments.

Collection and Delinquent History of the District
(Improvement Area #2)

Collected in Fiscal Year Ending 9/30	Assessments Billed	Parcels Levied ⁽¹⁾	Parcels Subject to Quarterly Payments ⁽²⁾	Delinquent Amount as of 3/1	Outstanding Quarterly Payments Amount as of 4/1 ⁽³⁾	Outstanding Quarterly Payments Amount as of 6/1 ⁽³⁾	Delinquent Amount as of 9/1	Assessments Collected
2024	\$752,460.09	260	1	\$70,101.53	\$2,013.88	\$1,342.59	\$5,736.52	\$748,066.16
2023	\$753,424.67	206	0	\$12,709.84	\$0.00	\$0.00	\$0.00	\$753,424.67
2022 ⁽⁴⁾	\$673,727.46	1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$673,727.46

- ⁽¹⁾ “Parcels levied” is the total parcels on the Assessment Roll, which includes properties with a \$0 assessment.
- ⁽²⁾ Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons ages 65 or older or the disabled, who qualified for an exemption under either Section 11.13(c), 11.132 or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments (“Quarterly Payments”).
- ⁽³⁾ Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the first Quarterly Payment is due before February 1, the second Quarterly Payment is due before April 1, the third Quarterly Payment is due before June 1, and the fourth Quarterly Payment is due before August 1. Each unpaid Quarterly Payment is delinquent and incurs penalties and interest if not paid by the applicable date.
- ⁽⁴⁾ The initial annual installments of the Improvement Area #2 Assessments were billed in October of 2021 and were collected as of January 31, 2022 per the Hays County Tax Assessor-Collector.
- ⁽⁵⁾ As of December 1, 2024.

Improvement Area #3 Assessments. On October 19, 2021, the City levied special assessments on assessable property in Improvement Area #3 of the District (“Improvement Area #3 Assessments”), through the City Council’s adoption of an assessment ordinance and approval of the initial Service and Assessment Plan. Upon such adoption, the Improvement Area #3 Assessments became legal, valid and binding liens upon the property against which the Improvement Area #3 Assessments are levied.

The following table shows the collection and delinquency history of the Improvement Area #3 Assessments.

Collection and Delinquent History of the District
(Improvement Area #3)

Collected in Fiscal Year Ending 9/30	Assessments Billed	Parcels Levied ⁽¹⁾	Parcels Subject to Quarterly Payments ⁽²⁾	Delinquent Amount as of 3/1	Outstanding Quarterly Payments Amount as of 4/1 ⁽³⁾	Outstanding Quarterly Payments Amount as of 6/1 ⁽³⁾	Delinquent Amount as of 9/1	Assessments Collected ⁽⁵⁾
2024	\$1,252,205.01	184	0	\$10,335.10	\$0.00	\$0.00	\$0.00	\$1,252,205.01
2023 ⁽⁴⁾	\$806,571.23	102	0	\$0.00	\$0.00	\$0.00	\$0.00	\$806,571.23

- ⁽¹⁾ “Parcels levied” is the total parcels on the Assessment Roll, which includes properties with a \$0 assessment.
- ⁽²⁾ Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons ages 65 or older or the disabled, who qualified for an exemption under either Section 11.13(c), 11.132 or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments (“Quarterly Payments”).
- ⁽³⁾ Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the first Quarterly Payment is due before February 1, the second Quarterly Payment is due before April 1, the third Quarterly Payment is due before June 1, and the fourth Quarterly Payment is due before August 1. Each unpaid Quarterly Payment is delinquent and incurs penalties and interest if not paid by the applicable date.
- ⁽⁴⁾ The initial annual installments of the Improvement Area #3 Assessments were billed in October of 2022 and were collected as of January 31, 2023 per the Hays County Tax Assessor-Collector.
- ⁽⁵⁾ As of December 1, 2024.

Improvement Area #4 Assessments. On January 17, 2023, the City levied special assessments on assessable property in Improvement Area #4 of the District (“Improvement Area #4 Assessments”), through the City Council’s adoption of an assessment ordinance and approval of the initial Service and Assessment Plan. Upon such adoption, the Improvement Area #4 Assessments became legal, valid and binding liens upon the property against which the Improvement Area #4 Assessments are levied.

The following table shows the collection and delinquency history of the Improvement Area #4 Assessments.

**Collection and Delinquent History of the District
(Improvement Area #4)**

Collected in Fiscal Year Ending 9/30	Assessments Billed	Parcels Levied ⁽¹⁾	Parcels Subject to Quarterly Payments ⁽²⁾	Delinquent Amount as of 3/1	Outstanding Quarterly Payments Amount as of 4/1 ⁽³⁾	Outstanding Quarterly Payments Amount as of 6/1 ⁽³⁾	Delinquent Amount as of 9/1	Assessments Collected ⁽⁵⁾
2024 ⁽⁴⁾	\$1,408,572.39	204	0	\$13,630.90	\$0.00	\$0.00	\$5,452.36	\$1,408,572.39

- ⁽¹⁾ "Parcels levied" is the total parcels on the Assessment Roll, which includes properties with a \$0 assessment.
- ⁽²⁾ Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons ages 65 or older or the disabled, who qualified for an exemption under either Section 11.13(c), 11.132 or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Quarterly Payments").
- ⁽³⁾ Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the first Quarterly Payment is due before February 1, the second Quarterly Payment is due before April 1, the third Quarterly Payment is due before June 1, and the fourth Quarterly Payment is due before August 1. Each unpaid Quarterly Payment is delinquent and incurs penalties and interest if not paid by the applicable date.
- ⁽⁴⁾ The initial annual installments of the Improvement Area #4 Assessments were billed in October of 2023 and were collected as of January 31, 2024 per the Hays County Tax Assessor-Collector.
- ⁽⁵⁾ As of December 1, 2024.

THE COLLECTION AND DELINQUENCY HISTORY OF THE IMPROVEMENT AREA #1 ASSESSMENTS, IMPROVEMENT AREA #2 ASSESSMENTS, IMPROVEMENT AREA #3 ASSESSMENTS, AND IMPROVEMENT AREA #4 ASSESSMENTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NO ASSURANCE CAN BE GIVEN THAT THE FUTURE COLLECTION OF THE IMPROVEMENT AREA #3 ASSESSMENTS WILL MIRROR THE COLLECTION HISTORY OF THE IMPROVEMENT AREA #1 ASSESSMENTS, IMPROVEMENT AREA #2 ASSESSMENTS, PREVIOUS IMPROVEMENT AREA #3 ASSESSMENTS, AND IMPROVEMENT AREA #4 ASSESSMENTS. THE IMPROVEMENT AREA #1 ASSESSMENTS, IMPROVEMENT AREA #2 ASSESSMENTS, AND IMPROVEMENT AREA #4 ASSESSMENTS ARE NOT SECURITY FOR THE PAYMENT OF THE IMPROVEMENT AREA #3 BONDS.

Improvement Area #5 Assessments. The Improvement Area #5 Assessments are expected to be levied on February 4, 2025. The initial Annual Installment will be billed in October of 2025 and will be delinquent if not received by January 31, 2026.

THE CITY

Background

The City is a political subdivision and municipal corporation of the State, duly organized and existing under the laws of the State including the City’s Home Rule Charter, initially adopted by the qualified voters of the City in the year 2000, and as amended in 2006, 2016, 2018 and 2020. The City operates as a home rule municipality under a Council-Manager form of government with a City Council comprised of the Mayor and six Council Members. The City Manager is the chief executive officer for the City.

The City is located in Hays County along Interstate Highway 35. It is located approximately eight (8) miles north of the City of San Marcos, twenty (20) miles south of the City of Austin and sixty (60) miles north of the City of San Antonio. The City covers approximately 31.25 square miles. The City’s 2020 census population was 45,697, and the City has estimated that its 2024 population is approximately 58,500. The City is the second largest city in Hays County and enjoys a south-central location convenient to most major population and employment centers in Central Texas.

City Government

The City is a political subdivision formed in 1880 and is a home rule municipality of the State, duly organized and existing under the laws of the State. City Council consists of the Mayor and six Council Members who are elected for staggered three-year terms. The City Council formulates operating policy for the City while the City Manager is the chief administration officer. The current members of the City Council and their respective expiration of terms of

office, as well as the principal administrators of the City, are noted on page ii. See “APPENDIX A – General Information Regarding the City and Surrounding Area” for more information.

Water and Wastewater

Water. To have sufficient water capacity to serve the District, the City, HMBRR Development, Anthem Municipal Utility District (“Anthem MUD”), Kyle 150, LP (“Kyle 150”) and several other developers in the vicinity of the District entered into the FM 150 Water Facilities Service, Financing, and Construction Agreement effective July 16, 2020 (the “Water Facilities Agreement”) to secure the construction of ground and elevated storage tanks and related water return lines (the “Shared Water Facilities”) to serve the parties to the Water Facilities Agreement. Portions of the Shared Water Facilities were completed as of October of 2021. Based on representations made by Atwell, LLC, (the “Project Engineer”) under the Water Facilities Agreement, to the City, the Shared Water Facilities are expected to be completed and conveyed to the City in the second quarter of 2025; however, completion of the Shared Water Facilities is dependent on material availability, weather, and final bid costs. To provide water capacity in the interim, the Project Engineer has constructed two temporary hydropneumatic storage tanks. Both hydropneumatic storage tanks with a combined capacity of 30,000 gallons are currently online.

The City contracts with Guadalupe Brazos River Authority, Edwards Aquifer Authority, Barton Springs Edwards Aquifer Conservation District, and the Alliance Regional Water Authority to meet the City’s water supply needs. The City owns various facilities including storage and pump facilities, water distribution and sewage collection lines, meters, valves, and other facilities necessary to provide water and sewer service to its customers. The City’s water distribution system currently has sufficient capacity to provide water service to the Development.

Wastewater. Pursuant to the Development Agreement and subject to HMBRR Development’s obligation to construct required internal facilities and any connecting facilities, the City agreed to provide 680 LUEs of initial wastewater service for the Development through the City’s existing 8-inch gravity main located in Old Stagecoach Road. To ensure sufficient wastewater capacity to the District, the City further agreed to construct an appropriately sized gravity interceptor (the “Elliot Branch Interceptor”). To connect to the Elliot Branch Interceptor, HMBRR Development constructed a lift station sufficient to serve 1,814 LUEs (the “6 Creeks Lift Station”) and a six-inch force main along Cypress Road (the “Force Main”) from the 6 Creeks Lift Station to the Elliot Branch Interceptor. HMBRR Development completed construction of the 6 Creeks Lift Station on June 22, 2022, and Force Main on August 22, 2024. The City completed construction of the Elliott Branch Interceptor and it was placed into service on August 9, 2022. The City accepted the Elliott Branch Interceptor on August 23, 2023. Accordingly, the City currently has sufficient wastewater capacity to serve Improvement Areas 1-5 of the District.

Under the Development Agreement, the City’s standard water and wastewater rates, charges, and other fees, including engineering review and inspection fees, that are applicable within the City’s incorporated limits will be applicable to facilities constructed, connections made, and services provided within the Development. For the first 300 lots platted out of the property within the District, the water and wastewater impact fees are \$2,215 per LUE for water and \$2,116 for wastewater. Pursuant to the Development Agreement, the Developer and HMBRR Development pre-purchased 300 wastewater impact fees in the amount of \$2,216 per LUE in March of 2021 and 400 additional wastewater impact fees in the amount of \$2,826 per LUE in November of 2021. Future impact fees will be paid at the standard City rate in effect at the time of City approval of each subsequent final plat out of the Development and will be payable by the homebuilders at the time of the City’s issuance of each residential building permit for lots within those platted sections.

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 was created by Resolution No. 1065 of the City adopted on June 6, 2017 in accordance with the PID Act (the “Creation Resolution”) for the purpose of undertaking and financing, in phases, the costs of certain public improvements within the District, including the Improvement Area #3 Projects, authorized by the PID Act and approved by the City Council that confer a special benefit on the portion of the District property being

developed. The District is not a separate political subdivision of the State and is governed by the City Council. A map of the property within the District is included on page iv hereof.

Name Change

The Creation Resolution originally designated the name of the District as the Blanco River Ranch Public Improvement District. The City Council, by resolution adopted on September 18, 2018, renamed the District to 6 Creeks Public Improvement District.

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, whether located within the City limits or the City's extraterritorial jurisdiction. The PID Act provides that the City may levy and collect the Improvement Area #3 Assessments on property in the District, or portions thereof, payable 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 #3 Projects. See "THE IMPROVEMENT AREA #3 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 certain improvements within the District, including Improvement Area #3 of the District, and outside of the District, (i) acquisition, construction and improvement of sidewalks, streets, other roadways, and rights-of-way; (ii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iii) landscaping; (iv) establishment of parks and open space; (v) acquisition, construction, and improvement of off-street parking facilities; (vi) other projects similar to those listed in subsections (i) - (v) above authorized by the Act; (vii) other improvement projects not listed in subsections (i) - (vi) above but are authorized by the Act; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vii) above, including costs of establishing, administering and operation of the District. The City has determined to finance a portion of the costs thereof through the issuance of the Bonds, and to provide for the payment of debt service on the Bonds from the Trust Estate. See "ASSESSMENT PROCEDURES" herein and "APPENDIX C — Form of Service and Assessment Plan."

THE IMPROVEMENT AREA #3 AUTHORIZED IMPROVEMENTS

The Improvement Area #3 Authorized Improvements consist of the Improvement Area #3 Projects, which include Improvement Area #3 Improvements, Improvement Area #3's allocable share of the costs of the Major Improvements, Improvement Area #3's allocable share of the costs of District formation expenses, and costs of issuance that will benefit Improvement Area #3. The Developer is responsible for the completion of the construction, acquisition or purchase of the Improvement Area #3 Projects, and the Developer or its respective designee will act as construction manager. From the proceeds of the Bonds, the City will either pay directly or will reimburse the Developer for the project costs actually incurred in developing and constructing the Improvement Area #3 Projects within the District.

Major Improvements. The Major Improvements benefit the assessed property within multiple phases of the District and consist of the following:

Wastewater Treatment Plant Capacity Payment to the City to finance the District's allocable share of the costs of the City's wastewater treatment plant expansion. The first 286 Lots in the District can be served by the existing wastewater treatment plant, which was increased to 680 Lots temporarily until the new wastewater treatment plant expansion to serve the Lots beyond the first 286 Lots, a portion of which is paid for with a \$1,500,000 wastewater treatment plant capacity payment made from HMBRR Development to the City.

Lift Station and Force Main Improvements include a lift station to serve 1814 LUE's, approximately 7,000 linear feet of 12" force main and approximately 7,500 linear feet of 10" and 12" gravity interceptors. The first 286 lots in the District can be served without the lift station and force main improvements.

Offsite Water Improvements include approximately 7,000 linear feet of 12” and 16” water line along FM 150 and participation in a 500,000-gallon ground storage tank and an 800,000-gallon elevated storage tank.

Old Stagecoach Road Improvements include excavation, embankment, subgrade stabilization, flexible base, asphalt, curbs, 8’ concrete trail/sidewalk, signage, and re-vegetation of disturbed areas within the right of way. Old Stagecoach Road will be approximately 2,000 linear feet of an undivided 60’ ROW roadway with 2 – 12’ lanes and 6’ bike lanes. The roadway and cross-section are designed per the Exhibit K in the approved Development Agreement.

Park and Trail Improvements include over 3 miles of 8’ and 10’ concrete trails built along Old Stagecoach Road, 6 Creeks Boulevard and unnamed collector street west of 6 Creeks Boulevard. Additionally, there will be over 3 miles of 6’ natural trails built within the drainage draws throughout the project and will ultimately extend to the Blanco River. Park and trail improvements for the first 725 Lots within the District were completed concurrently with Improvement Area #1.

Entry, Walls, and Landscaping Improvements include several miles of 6’ masonry subdivision walls along 6 Creeks Boulevard, Old Stagecoach Road and main collector roads. Project entryway monuments will be located along 6 Creeks Boulevard at major intersections along with fully landscaped and irrigated right of way and medians. Entry, walls, and landscaping improvements for the first 725 Lots within the District were completed concurrently with Improvement Area #1.

Improvement Area #3 Improvements. The Improvement Area #3 Improvements benefit the Improvement Area #3 Assessed Property and consists of the following:

Street Improvements include subgrade stabilization (including lime treatment and compaction), concrete, asphalt, and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot within Improvement Area #3. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the County.

Water Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of Improvement Area #3.

Wastewater Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of Improvement Area #3.

Drainage Improvements include earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, and concrete outfalls necessary to provide storm drainage for Improvement Area #3. This project will be designed and constructed in accordance with City standards and specifications, as modified by the Development Agreement. The City will own any drainage improvements not constructed within a roadway, and a homeowner’s association will enter into a maintenance agreement to maintain the improvements. Any drainage improvements constructed within a roadway will be owned and operated by the County.

Detention/Water Quality Pond Improvements include construction of detention and water quality ponds required for Improvement Area #3. This project will be designed and constructed in accordance with Texas Commission on Environmental Quality and City standards and specifications. The improvements will be owned by the City and maintained by a property owners association.

Costs of Improvement Area #3 Authorized Improvements

The following table reflects the expected total costs of the Improvement Area #3 Authorized Improvements. A portion of the costs of the Improvement Area #3 Authorized Improvements will be financed with proceeds of the Bonds.

<i>Major Improvements</i>	%	Costs
WWTP Capacity Payment	20.47%	\$ 245,642
Lift Station & Force Main	20.47%	734,470
Offsite Water	17.59%	365,793
Old Stagecoach Road	17.59%	274,345
Parks and Trails	18.07%	126,844
Entry, Walls, & Landscaping	18.07%	441,606
		\$2,188,700
<i>Improvement Area #3 Improvements</i>		
Streets	100%	\$ 5,050,400
Water	100%	2,466,000
Wastewater	100%	2,483,900
Drainage	100%	1,244,900
Detention/Water Quality Ponds	100%	1,298,000
		\$12,543,400
<i>District Formation and Bond Issuance Costs</i>		
Reserve Fund		\$ 852,798
Capitalized Interest		323,587
Underwriter Discount		498,270
Cost of Issuance		813,490
District Administration Fund		30,000
		\$ 2,518,145
Total		\$17,250,245

* Preliminary, subject to change.

The total costs of the Improvement Area #3 Authorized Improvements are expected to be approximately \$17,250,245*. Only a portion of such costs, in the approximate amount of \$16,651,312*, are to be paid with proceeds of the Bonds and the Series 2021 Bonds. Additionally, \$450,042 was previously collected as principal and interest for the Improvement Area #3 Reimbursement Agreement. The balance of such costs, in the total approximate amount of \$148,891*, will be or has been funded by the Developer with cash on hand and will not be reimbursed by the City.

The expected costs of the Improvement Area #3 Authorized Improvements are based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City and are to be approved by the City Council as part of the Service and Assessment Plan. See “APPENDIX C – Form of Service and Assessment Plan.”

Ownership and Maintenance of Improvement Area #3 Projects

Improvement Area #3 Projects will be designed and constructed in accordance with City standards and specifications, as modified by the Development Agreement. The roadway and storm drainage Improvement Area #3 Projects will be owned and operated by the County, and the detention/water quality pond Improvement Area #3 Projects will be owned by the City, but the HOA will, by contract with the City, be responsible for the costs of maintenance and operation of such detention/water quality pond Improvement Area #3 Projects. The remainder of the Improvement Area #3 Projects will be owned and operated by the City. The City, County or HOA, as applicable, will provide for the ongoing operation, maintenance and repair of the Improvement Area #3 Projects constructed and conveyed, as outlined in the Service and Assessment Plan.

The Financing Agreement

On July 18, 2017, the City, HMBRR Development, HMBRR LP, and HMBRR LP #3 entered into a Blanco River Ranch Public Improvement District Financing Agreement (the “Original Financing Agreement”), which was

* Preliminary, subject to change.

amended by the First Amendment to the 6 Creeks Public Improvement District Financing Agreement (the “First Amendment to Financing Agreement”), effective on April 16, 2019, and was partially assigned to HM 6 Creeks Development with respect to the land that it acquired effective September 23, 2020, and was then further partially assigned to HMBRR Development and HM 6 Creeks Development with respect to all property within the District subsequently acquired by HMBRR Development or HM 6 Creeks Development, effective October 19, 2022 (collectively, the “Assignment”), and together with the First Amendment to Financing Agreement and the Original Financing Agreement, the “Financing Agreement”). The Financing Agreement is attached hereto as APPENDIX F.

The Financing Agreement establishes provisions for the apportionment and levying of assessments, construction of the Authorized Improvements, and the advancing of funds. Pursuant to the Financing Agreement, if there are not sufficient funds in the Project Fund to complete a given Authorized Improvement, the Developer will be required to demonstrate committed capital (including by proof of bank financing) to the City in an amount confirmed by an engineer’s estimate of probable cost, which represents the difference between the budgeted cost to complete the Improvement Area #3 Projects assumed to be complete in the appraisal and the net proceeds of the Bonds. It is anticipated that the Bonds and the Series 2021 Bonds will finance all of the Improvement Area #3 Projects, and the Developer will not be required to demonstrate committed capital. The Developer is not required to post fiscal security for the Improvement Area #3 Projects under the terms of the Financing Agreement unless and until subcontractors providing labor or materials for the Improvement Area #3 Projects file claims or otherwise give notice asserting failure to receive payment for such labor or materials.

Performance bonds are not required for the Authorized Improvements funded by bonds. The Financing Agreement allows the City to fund the construction of Authorized Improvements through progress payments to the Developer or by entering into a reimbursement agreement.

The Financing Agreement establishes certain requirements prior to the City issuing bonds. The Financing Agreement provides that the total amount of Improvement Area #3 Bonds may not exceed an amount sufficient to fund: (i) the Actual Costs of the Authorized Improvements, (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction of the applicable Authorized Improvements funded by the Improvement Area #3 Bond issue in question and in no event for a period greater than 24 months from the date of the initial delivery of the applicable bonds and (iii) costs of issuance related to the Improvement Area #3 Bonds. Each series of bonds must also mature no later than 30 years from the date of issuance.

The Financing Agreement also provides that the City will enter into a maintenance and operations agreement (the “M&O Agreement”) with HMBRR Development and HM 6 Creeks Development or the HOA related to the operations and maintenance of the detention and water quality pond improvements prior to the City’s acceptance of same. Pursuant to the M&O Agreement, HMBRR Development and HM 6 Creeks Development or the HOA will be responsible for all operations and maintenance of such improvements. The HOA and the City entered into a maintenance and operation agreement regarding certain Major Improvements and Improvement Area #1 Improvements. The Developer expects to enter into similar agreements to maintain certain amenities, including but not limited to entryway, monuments, landscaping, irrigation system, and masonry walls and fences (the “Public Amenities”) in other areas of District.

The Financing Agreement may be amended, modified, revised or changed by written instrument executed by the parties thereto. Any such amendment, modification, revision or change could affect the security for the Bonds, particularly if same were to modify or remove the restrictions on the issuance of additional Improvement Area #3 Bonds.

The Development Agreements

The Development Agreement. Blanco River Ranch Properties LP (the “Original Landowner”) and the City entered into a Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement effective as of May 16, 2017 and a First Amendment to the Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement effective as of October 6, 2021 (together, the “Development Agreement”), to provide standards for developing Phase 1 Residential Area of Blanco River Ranch (the “Development”), and to provide for the development of the Authorized Improvements, including the Improvement Area #3 Projects. In connection with HMBRR Development, HMBRR LP, and HMBRR LP #2’s acquisition of the land comprising the

District, the Original Landowner assigned its rights, duties and obligations under the Development Agreement related to the property within the District to HMBRR Development, HMBRR LP, and HMBRR LP #2, on September 20, 2017. The Development Agreement was further partially assigned with respect to the land conveyed effective as follows: HMBRR LP #2 to HM 6 Creeks Development for 249.05 acres, effective September 23, 2020; HMBRR LP to HMBRR Development for 188.51 acres, effective September 30, 2021; HMBRR LP #2 to HM 6 Creeks Development for 99.955 acres, effective December 15, 2021; and HMBRR LP #2 to HM 6 Creeks Development for the remaining 259.70 acres in the PID, effective September 20, 2022.

The Development Agreement provides for the provision of housing, residential design standards, the construction of roads and utility infrastructure, parks and open spaces, amenities, environmental and waterway protection, impervious cover and other matters. See “THE DEVELOPMENT – Environmental” and “– Zoning/Permitting.”

The Development Agreement further requires the dedication of ten acres of land adjacent to the District (consisting of land that was retained by the Original Landowner) for a river park amenity that will provide access to the Blanco River.

The Development Agreement may be amended or modified in writing signed by the parties thereto. See “APPENDIX G – Development Agreement” for a complete copy of the Development Agreement.

The Sections 8A/8B Development Agreement. Pursuant to a development agreement (the “Sections 8A/8B Development Agreement”), Taylor Morrison retained HM 6 Creeks Development to develop the lots within Phase 1, Section 8A and Section 8B on its behalf; however, Taylor Morrison remained the homebuilder for the homes within Phase 1, Section 8A and Section 8B. HM 6 Creeks Development substantially completed the lots within Phase 1, Section 8A in January of 2022 and within Section 8B in November of 2022. As of September 30, 2024, Taylor Morrison completed construction of the single-family homes in Section 8A and 8B. Chesmar Homes and Perry Homes are the homebuilders for Section 9 of Improvement Area #3. Highland Homes and Coventry Homes are the homebuilders for Section 10 of Improvement Area #3. Construction of lots in Phase 1, Sections 9 and 10 of Improvement Area #3 was completed in 2023. See “— Status of Purchase and Sale Agreements and Home Construction” below for more information on the status of purchase and sale agreements and home construction in Improvement Area #3.

THE DEVELOPMENT

Overview

The Development is an approximately 858.70-acre master planned residential development project located entirely within the extraterritorial jurisdiction of the City and is located approximately 2.5 miles northwest of the City center near Interstate Highway 35 and Farm to Market 150. The City is located in the southwest region of the Austin-Round Rock, TX Metropolitan Statistical Area (the “Austin MSA”) in the Texas Hill Country. Plans for the Development include a variety of parks, trails, open space areas and other amenities.

Land Acquisitions. HMBRR Development, HMBRR LP, and HMBRR LP #2, acquired approximately 61.49 acres, 188.51 acres, and 608.7 acres, respectively, totaling approximately 858.70 acres comprising the District on September 20, 2017. Subsequent to the initial purchases and through a series of sales and transfers, HMBRR LP sold the land it owned within the District to HMBRR Development and HMBRR LP #2 sold the land it owned within the District to the HM 6 Creeks Development. Prior to construction of the Improvement Area #3 Projects, HM 6 Creeks Development sold the land within Phase 1, Section 8A and Section 8B to Taylor Morrison of Texas, Inc. (“Taylor Morrison”). Prior to the development of Improvement Area #4, HM 6 Creeks Development sold Section 13A, Section 13B, Section 14A, and Section 14B to Pulte; however it maintained ownership of the land in Section 12. Improvement Area #5 consists of Section 11. In March of 2024, HM 6 Creeks Development sold an undivided 50.7% interest in the land within Section 11 to Highland Homes and an undivided 49.3% interest in the land within Section 11 to PHAU – 6 Creeks, LLC, a Texas limited liability company, a land holding entity and affiliate of Perry Homes, (“PHAU”). HM 6 Creeks Development and Pulte own all the land within the Remainder Area.

Development within the District

The current development plans for the District consist of the development of approximately eight (8) improvement areas or development phases. The Development will include certain Authorized Improvements for each improvement area as well as each improvement area's pro-rata share of the Major Improvements benefitting such improvement area.

Development in Improvement Area #1. Development in the District began in 2018 with the development of the Improvement Area #1 Projects, benefitting Improvement Area #1 and Improvement Area #1's allocable share of the Major Improvements. HMBRR Development completed the Improvement Area #1 Projects in May of 2020. The City issued its Improvement Area #1 Bonds in the aggregate principal amounts of \$7,495,000 in 2019 and \$4,420,000 in 2020 to finance the costs of the Improvement Area #1 Projects. As of December 1, 2024, the outstanding principal amount of the Improvement Area #1 Bonds was \$10,650,000.

Improvement Area #1 contains Phase 1, Section 1, Section 2, and Section 3, with 110, 121 and 103 lots, respectively for a total of 334 lots. HMBRR Development completed development of the 334 lots in Phase 1, Section 1, Section 2, and Section 3 in May of 2020. The homebuilders in Improvement Area #1 include M/I Homes of Austin, LLC, an Ohio limited liability company ("M/I Homes"), Trendmaker Homes, Inc., a Texas corporation ("Trendmaker Homes"), Highland Homes, MHI Partnership, Ltd., a Texas limited partnership, an affiliate of McGuyer Homebuilders, Inc. ("MHI"), and Perry Homes.

As of June 30, 2022, HMBRR Development had closed on the sale of all 334 lots as follows: 50 lots to Trendmaker Homes, 115 lots to M/I Homes, 66 lots to Perry Homes, 51 lots to MHI and 52 lots to Highland Homes. As of September 30, 2024, the homebuilders in Improvement Area #1 had 325 homes under contract or closed with homeowners.

Development in Improvement Area #2. HMBRR Development began construction of the Improvement Area #2 Projects, consisting of Authorized Improvements benefitting Improvement Area #2 and Improvement Area #2's allocable share of the Major Improvements, in July of 2021. HMBRR Development completed the Improvement Area #2 Projects in September of 2022. The City issued its Series 2020 Improvement Area #2 Bonds in the aggregate principal amount of \$6,465,000 and entered into the Improvement Area #2 Reimbursement Agreement relating to the reimbursement of the balance of the costs of the Improvement Area #2 Projects in the initial amount not to exceed \$4,510,000. The City issued its Series 2023 Improvement Area #2B Bonds in the aggregate principal amount of \$4,015,000 to refinance the outstanding Improvement Area #2 Reimbursement Obligation. As of December 1, 2024, the outstanding principal amount of the Improvement Area #2 Bonds was \$9,687,000.

Improvement Area #2 contains Phase 1, Sections 4A, 4B, 5A, and 5B. Sections 4A, 4B, 5A and 5B contain 57, 91, 57 and 55 lots in Sections 4A, 4B, 5A and 5B, respectively, for a total of 260 lots in Improvement Area #2. HMBRR Development completed development of the 260 lots in Phase 1, Sections 4A, 4B, 5A, and 5B in October of 2022. The homebuilders in Section 4A and Section 4B of Improvement Area #2 are M/I Homes and Perry Homes. The homebuilders in Section 5A and Section 5B of Improvement Area #2 are MHI and Highland Homes.

As of September 30, 2024, HMBRR Development has closed on the sale of lots as follows: 72 lots to M/I Homes, 76 lots to Perry Homes, 57 lots to Highland Homes and 55 lots to MHI. As of September 30, 2024, the homebuilders in Improvement Area #2 had 254 homes under contract or closed with homeowners.

Development in Improvement Area #3. HM 6 Creeks Development began construction of the Improvement Area #3 Projects, consisting of Authorized Improvements benefitting Improvement Area #3 and Improvement Area #3's allocable share of the Major Improvements, in February of 2021. The Improvement Area #3 Projects were completed in April of 2023. The City issued its Series 2021 Bonds in the aggregate principal amount of \$11,195,000 and entered into the Improvement Area #3 Reimbursement Agreement with HM 6 Creeks Development relating to the reimbursement of the balance of the costs of the Improvement Area #3 Projects in the amount of \$6,438,065. As of December 1, 2024, the outstanding principal amount of the Series 2021 Bonds was \$10,590,000. The Bonds are being issued in part to refinance the outstanding Improvement Area #3 Reimbursement Obligation.

Improvement Area #3 contains Phase 1, Section 8A, Section 8B, Section 9, and Section 10.

Section 8A and 8B. Section 8A contains 94 lots and Section 8B contains 89 lots. Pursuant to a development agreement (the “Sections 8A/8B Development Agreement”), Taylor Morrison retained HM 6 Creeks Development to develop the lots within Phase 1, Section 8A and Section 8B on its behalf; however, Taylor Morrison remained the homebuilder for all of the single-family homes within Phase 1, Section 8A and Section 8B. HM 6 Creeks Development completed development of all lots within Phase 1, Section 8A in January of 2022 and within Section 8B in November of 2022. As of September 30, 2024, Taylor Morrison has completed construction of the single-family homes in Sections 8A/8B as follows: 33 single-family homes on the 55’ lots in Section 8A, 9 single-family homes on the 55’ lots in Section 8B, 28 single-family homes on the 70’ lots in Section 8A, and 19 single-family homes on the 70’ lots in Section 8B. As of September 30, 2024, Taylor Morrison has sold 103 homes to homeowners in Section 8A and Section 8B.

Section 9 and 10. Section 9 contains 102 lots and Section 10 contains 72 lots. HM 6 Creeks completed development of all lots in Section 9 and Section 10 of Improvement Area #3 in April of 2023. As of August of 2023, all lots in Improvement Area #3 have been sold to builders. Chesmar Homes, LLC, a Texas limited liability company (“Chesmar Homes”) and Perry Homes are the homebuilders for Section 9 of Improvement Area #3. Highland Homes and DFH Coventry, LLC, a Texas limited liability company (“Coventry Homes,” successor to MHI) are the homebuilders for Section 10 of Improvement Area #3. As of September 30, 2024, Chesmar Homes has 15 homes under contract or closed with homeowners in Section 9, Perry Homes has 21 homes under contract or closed with homeowners in Section 9, Highland Homes has 25 homes under contract or closed with homeowners in Section 10, and Coventry Homes has 8 homes under contract or closed with homeowners in Section 10.

The Developer’s current expectations regarding estimated value to lien ratios in Improvement Area #3 are as follows:

Estimated Lot and Home Prices in Improvement Area #3 and Estimated Value to Lien Ratios

Lot Size (Typical)	Qty.	Retail Lot Price ⁽¹⁾	Average Base Home Price (\$) ⁽²⁾	Improvement Area #3 Assessment per Lot (\$)	Estimated Ratio of Value of Retail Lot Price to Improvement Area #3 Assessments ⁽³⁾	Estimated Ratio of Value of Average Home Price to Improvement Area #3 Assessments ⁽³⁾
55’	122	\$ 86,750	\$441,000	\$38,114.85	2.28	11.57
60’	102	\$ 89,928	\$479,500	\$41,442.33	2.17	11.57
70’	133	\$105,262	\$620,000	\$53,585.50	1.96	11.57
Total	357					

⁽¹⁾ Values are retail lot values provided by the Developer.

⁽²⁾ The values provided as the Average Base Home Prices are an average value over the life of the Bonds. Average Base Home Prices are estimates provided by Developer.

⁽³⁾ Includes Improvement Area #3 Assessments securing the Bonds and the Series 2021 Bonds.

Development in Improvement Area #4. Development in the District continued with the development of the Improvement Area #4 Projects, benefitting Improvement Area #4 and Improvement Area #4’s allocable share of the Major Improvements. The Improvement Area #4 Projects consist of the Section 6A Improvements, Section 7 Improvements, Section 12 Improvements, Section 13 Improvements, and such sections’ allocable share of the Major Improvements. The City issued its Improvement Area #4 Bonds in the aggregate principal amount of \$17,563,000 in 2023 to finance the costs of the Improvement Area #4 Projects. As of December 1, 2024, the outstanding principal amount of the Improvement Area #4 Bonds was \$17,175,000.

Improvement Area #4 is approximately 103.33 acres and consists of Phase 1, Section 6A, Section 7, Section 12, Section 13A, and Section 13B.

Section 6A. Section 6A is approximately 22.253 acres and contains 79 individual condominium units, pursuant to the Section 6A Condominiums Regime. HMBRR Development completed construction of the Section 6A Improvements in October of 2022. HMBRR Development completed development of all lots within Section 6A in November of 2022. The homebuilders in Section 6A are Highland Homes and Perry Homes. As of September 30,

2024, Highland Homes has completed construction of 33 units in Section 6A. As of September 30, 2024, Perry Homes has completed construction of 31 units in Section 6A. As of September 30, 2024, Highland Homes has sold 29 homes to homeowners in Section 6A. As of September 30, 2024, Perry Homes has sold 24 homes to homeowners in Section 6A.

Section 7. Section 7 is approximately 17.756 acres and contains 69 single family lots. HMBRR Development completed construction of the Section 7 Improvements in January of 2023. HMBRR Development completed development of all 69 lots within Section 7 in April of 2023. The homebuilders in Section 7 are Highland Homes and Coventry Homes. Highland Homes has purchased 34 of the 50' lots in Section 7. Coventry Homes has purchased 35 of the 50' lots in Section 7. As of September 30, 2024, Highland Homes has completed construction of 21 homes in Section 7. As of September 30, 2024, Coventry Homes has completed construction of 8 homes in Section 7. As of September 30, 2024, Highland Homes has sold 16 homes to homeowners in Section 7. As of September 30, 2024, Coventry Homes has sold 4 homes to homeowners in Section 7.

Section 12. Section 12 is approximately 19.168 acres and contains 83 single family lots. HM 6 Creeks Development completed construction of the Section 12 Improvements in January of 2023. HM 6 Creeks Development completed development of all 83 lots within Section 12 in April of 2023. The homebuilders in Section 12 are The New Home Company ("New Home") and Perry Homes. New Home has purchased 42 of the 50' lots in Section 12. Perry Homes has purchased 41 of the 50' lots in Section 12. As of September 30, 2024, New Home has completed construction of 7 homes in Section 12. As of September 30, 2024, Perry Homes has completed construction of 13 homes in Section 12. As of September 30, 2024, New Home has sold 5 homes to homeowners in Section 12. As of September 30, 2024, Perry Homes has sold 8 homes to homeowners in Section 12.

Section 13A and Section 13B. Section 13A and Section 13B are collectively approximately 44.153 acres and contain 123 single family lots. HM 6 Creeks Development completed the Section 13A Improvements in November of 2022 and the Section 13B Improvements in January of 2023. Pulte is the sole homebuilder in Section 13A and Section 13B. As of September 30, 2024, Pulte has completed construction of 14 homes in Section 13A and 26 homes in Section 13B. As of September 30, 2024, Pulte has sold 6 homes to homeowners in Section 13A and 10 homes to homeowners in Section 13B.

As of September 30, 2024, the homebuilders in Improvement Area #4 had 144 homes under contract or closed with homeowners.

Development in Improvement Area #5. Improvement Area #5 is approximately 15.92 acres and contains Section 11, which is expected to be developed into 71 lots. In March of 2024, HM 6 Creeks Development sold an undivided 50.7% interest in the land within Section 11 to Highland Homes and an undivided 49.3% interest in the land within Section 11 to PHAU, an affiliate of Perry Homes. Pursuant to the Section 11 Development Agreement, Highland Homes and PHAU retained HM 6 Creeks Development to develop the land into 71 45' lots – 36 for Highland Homes and 35 for PHAU. Following completion of the 71 lots, Highland Homes anticipates constructing 36 homes on its 36 lots, and PHAU will convey its lots to its affiliate, Perry Homes to construct 35 homes on its 35 lots. Home construction in Improvement Area #5 will commence upon substantial completion of Section 11 which is expected to occur in February of 2025.

The Remainder Area. The Remainder Area will be developed in stages over time by HM 6 Creeks Development, or other related Hanna/Magee (defined herein) entities.

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Status of Single-Family Lot and Home Construction in Improvement Areas #1-5⁽¹⁾

IA#	Lot Size	Total No of Lots	Total Builder Contracted Lots ⁽²⁾	Completed Lots	Lots closed to Builders	Homes Under Construction	Completed Homes Not Sold to Residents	Homes Under Contract or Closed with Residents
1	50'	161	161	161	161	0	1	160
1	55'	50	50	50	50	1	1	48
1	60'	70	70	70	70	0	2	67
1	70'	53	53	53	53	1	1	50
2	50'	59	59	59	59	1	0	58
2	55'	75	75	75	75	2	0	73
2	60'	89	89	89	89	1	0	87
2	70'	37	37	37	37	0	1	36
3	55'	122	122	122	122	3	0	54
3	60'	102	102	102	102	5	6	36
3	70'	133	133	133	133	12	2	82
4	45'	79	79	79	79	8	10	63
4	50'	83	83	83	83	7	6	21
4	55'	69	69	69	69	4	9	32
4	60'	79	79	79	79	1	16	21
4	65'	44	44	44	44	0	7	7
5	45'	71	71	0	71 ⁽³⁾	0	0	0

⁽¹⁾ Source: Quarterly Report for period ending September 30, 2024, and the Developers.

⁽²⁾ Lot totals include model homes.

⁽³⁾ Highland Homes and PHAU own the land in Improvement Area #5. HM 6 Creeks Development has agreed to develop the lots in Improvement Area #5 on behalf of Highland Homes and PHAU. Once developed, Highland Homes and Perry Homes will be the homebuilders.

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Photographs of the 6 Creeks Master Planned Community

ENTRY SIGNAGE



Photograph of entrance signage at the entrance of the Development.



Aerial photograph of Development showing Sections 3, 4A, 4B, 5A, and 6A.



Aerial photograph of Development showing the amenities in Section 6.



Aerial photograph of Development showing Sections 3, 6A, 8A, 8B, and 12.



Aerial photograph of Development showing Sections 12, 13A, and 13B.



Aerial photograph of Development showing Sections 11 and 12.



Aerial photograph of Development showing Sections 8A, 11, and 12.



Aerial photograph of Development showing Section 11 in relation to other sections.



Aerial photograph of Development showing Section 11 in relation to other sections

The Remainder Area

The Remainder Area includes all property within the District excepting Improvement Area #1, Improvement Area #2, Improvement Area #3, Improvement Area #4, Improvement Area #5, and certain land within the District designated as parkland or right-of-way and land owned by the HOA. On January 17, 2023, the City levied assessments in the amount of \$3,290,424 for certain Authorized Improvements benefiting the Remainder Area (the “Remainder Area Assessments” and the “Remainder Area Authorized Improvements,” respectively). Pursuant to the 2025 Amended and Restated Service and Assessment Plan, the Remainder Area Assessments were reduced by \$322,235 due to the allocation of the applicable Major Improvements to Improvement Area #5, resulting in an adjusted outstanding Remainder Area Assessment totaling \$2,968,190. The costs of the Remainder Area Authorized Improvements are payable pursuant to the Remainder Area Reimbursement Agreement (as defined in the Service and Assessment Plan).

As each Future Improvement Area is developed, the City will allocate such Future Improvement Areas allocable share of assessments for the Remainder Area Authorized Improvements and a proportionate amount of the Remainder Area Assessment will be reduced as such Future Improvement Area funds its share of the Remainder Area Authorized Improvements.

Future Improvement Area Bonds

HM 6 Creeks Development may make one or more requests to the City to issue Future Improvement Area Bonds to finance the cost of Authorized Improvements to be developed to serve the Future Improvement Areas in the Remainder Area as the development proceeds. The estimated costs of such improvements benefiting Future Improvement Areas of the District will be determined as the Remainder Area of the District is developed, and the Service and Assessment Plan will be updated to identify the Authorized Improvements to be constructed within Future Improvement Areas of the District to be financed by each series of Future Improvement Area Bonds. Such Future

Improvement Area Bonds will be secured by separate assessments levied pursuant to the PID Act on assessable property within the applicable Future Improvement Areas in the Remainder Area of the District that benefit from the Authorized Improvements.

Any Future Improvement Area Bonds issued by the City are separate and distinct issues of securities. The City reserves the right to issue other obligations for any purpose permitted by the PID Act, including those described above, subject to the conditions discussed in “SECURITY FOR THE IMPROVEMENT AREA #3 BONDS – Additional Obligations, Other Liens, and Refunding Bonds.”

Zoning/Permitting

Pursuant to the Development Agreement, an approximately 100-acre portion of the Development that was originally within the corporate limits of the City was de-annexed by the City. As the Development is now entirely located outside of the City’s corporate limits, the City’s zoning ordinances are not applicable to the Development.

Pursuant to the Development Agreement, the Development must comply with the land use and development standards and the design guidelines contained in the Development Agreement. Further, homebuilders within the Development are required to comply with the City’s building code in effect as of May 6, 2016. Such building code includes certain requirements for parks and recreation, sign standards and permits, site development, streets, sidewalks and other public places, subdivisions and utilities, as well as imposing building regulations under the 2009 International Building Code, 2009 International Residential Code, 2009 International Plumbing Code, 2009 International Mechanical Code, 2000 International Electrical Code, 2009 International Fire Code, 2009 International Energy Conservation Code, and 2009 International Property Maintenance Code. The Developer and the Original Landowner and its assignees under the Development Agreement are also required under the Development Agreement to pay the City’s standard building inspection fees. For more information, see “APPENDIX G – Development Agreement.”

Among other restrictions and requirements contained in the Development Agreement, the Development is also subject to the following land use restrictions:

Use	Lot Width	Minimum Lot Size (SF)	Minimum Living Area (SF)	Total Lots/Units	Lots or Units	% of Total	Minimum / Maximum %
Single-Family	50’	5,500	1,200	540	Lots	26%	Max
Single-Family	55’	5,750	1,200	460	Lots	22%	Max
Single-Family	60’	7,200	1,500	600	Lots	29%	Max
Single-Family	70’	9,000	2,000	350	Lots	17%	Min
Garden Homes/Cluster	N/A	N/A	1,000	150	Units	7%	Max
Total				2,100		100%⁽¹⁾	

⁽¹⁾ Amounts do not total due to rounding.

Amenities

In-District. Pursuant to the Development Agreement, the current park and open space plan for the Development provides for approximately 249.41 acres of open space areas, 22.12 acres of amenity areas, and 110.55 acres of parkland areas. The Development Agreement contemplates that over three miles of joint use 8-foot and 10-foot concrete trails within 10-foot to 20-foot Trail Corridor/ROW/Easement will be provided. Additionally, native trails (approximately 8,553 lateral feet) will be provided within open space and floodplain areas. The concrete trails are being constructed in progression with the Development of each improvement area. As of December 1, 2024, concrete trails have been constructed in Improvement Area #1, Improvement Area #2, Improvement Area #3 and Improvement Area #4. Additionally, a 6-foot decorative masonry wall has been built along the rear or sides of homes backing or siding to collector roads (roads without lots fronting on them) within a 25-foot landscaped parkway (10-foot of right-of-way with a 15-foot Wall and Landscape Easement/Lot).

HMBRR Development has constructed an amenity center and a swimming pool, which have been completed and opened to homeowners as of August of 2023, and which has been conveyed to the HOA. HM 6 Creeks

Development has an amenity site for a second amenity center and swimming pool, and intends to begin construction in the first annual quarter of 2026 and complete construction in the fourth annual quarter of 2026, as those phases of the project build out.

Adjacent to District. The Development Agreement required Original Landowner to dedicate approximately ten acres of land adjacent to the Development for a river park amenity that will provide access to the Blanco River. While such amenity is expected to open to the public and could be used by residents within the District, such amenity will not be within the boundaries of the District.

Schools

The District is located entirely within the Hays Consolidated Independent School District (“Hays CISD”). Hays CISD operates 26 campuses that are located throughout northern Hays County and serves approximately 20,000 students. Such campuses include three comprehensive high schools, six middle schools (6-8 grade), 15 elementary schools, an alternative high school of choice, a disciplinary center and a performing arts center. The Hays CISD schools nearest the District are Laura B Negley Elementary School (“Negley Elementary”), RC Barton Middle School (“Barton Middle”), and Jack C Hays High School (“Hays High”). GreatSchools.org rated Negley Elementary 8-out-of-10, Barton Middle as 8-out-of-10, and Hays High 6-out-of-10. According to the Texas Education Agency annual report cards for overall rating, Negley Elementary was rated as “B”, Barton Middle as “A”, and Hays High as “A”. (The categories for public school districts and public schools are A, B, C, D or F.)

The District is also served by Austin Community College (“ACC”), which is a junior college district located in Central Texas with a total annual enrollment of approximately 70,000 students. It is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award associate degrees and baccalaureate degrees. ACC’s Hays Campus is located approximately three miles from the District. According to ACC’s website, ACC Hays campus is home to the college’s First Responder Training Center. The Center at the Hays Campus offers students an education in law enforcement and emergency management. The Hays Campus also offers law enforcement, corrections, and peace officer tracks, as well as core curriculum designed to be transferred to four-year colleges and universities.

The District is also located approximately ten miles from Texas State University (“Texas State”), a public research university located in the City of San Marcos, Texas. According to its website, Texas State currently has more than 40,000 undergraduate and graduate students and offers over 200 bachelor’s, master’s, and doctoral degree programs.

Environmental

A Phase I Environmental Site Assessment (a “Phase I ESA”) of approximately 2,165 acres, including the entirety of the District’s boundaries and certain real property adjacent to the District, was completed in May of 2015. Based on the information presented in the Phase I ESA, there was no evidence that the Development was under environmental regulatory review or enforcement action. The site reconnaissance, regulatory database review, historical source review and testing identified in the Phase I ESA revealed no evidence of recognized environmental conditions involving the property comprising the District. The Phase I ESA did not recommend that a Phase II environmental site assessment be performed.

Development of the property is subject to a variety of environmental rules, including the Edwards Aquifer Rules (Title 30, Chapter 213 of the Texas Administrative Code) of the Texas Commission on Environmental Quality (“TCEQ”), the City’s Water Quality Protection Ordinance, the City’s Conservation Design Ordinance, and the federal Endangered Species Act.

A portion of the District lies within the Edwards Aquifer Contributing Zone within the Transition Zone. Where applicable, Contributing Zone Plans meeting all applicable TCEQ requirements have been completed and approved prior to construction.

According to the website for the Texas Parks and Wildlife, the Texas blind salamander, Barton Springs salamander, whooping crane, golden-cheeked warbler, fountain darter, interior least tern, Texas wild-rice, Comal Springs riffle beetle, Comal Springs dryopid beetle, Texas fatmucket, Guadalupe fatmucket, Texas pimpleback, Guadalupe orb, and false spike are endangered species in Hays County, and the San Marcos salamander, Texas salamander, Blanco blind salamander, white-faced ibis, wood stork, headwater catfish, Guadalupe darter, Cagle's map turtle, Texas horned lizard, Texas troglobitic water slater, piping plover, yellow-billed cuckoo, Texas fawnsfoot, and bracted twistflower are threatened species in Hays County.

Utilities

Water and Wastewater Service. Pursuant to the Development Agreement and subject to the Developer's obligation to construct certain Authorized Improvements necessary to serve the Development, the City has committed and agreed to provide retail water and wastewater capacity and service in the Development for up to 2,100 times the average daily amount of water and wastewater required for a single-family residence (each, an "LUE"). See also "THE CITY – Water and Wastewater." Water and wastewater service provided to the customers within the Development by the City will be nondiscriminatory and consistent with City's policies, tariffs and regulations applicable to customers of the City's water and wastewater systems located within the City's corporate limits, as such policies, regulations and tariffs may be amended from time to time in accordance with applicable law See "THE IMPROVEMENT AREA #3 AUTHORIZED IMPROVEMENTS – The Development Agreements" for a discussion of various provisions of the Development Agreement related to the City's provision of utility service within the District.

Other Utilities. Developer expects additional utilities to be provided by: (1) Phone/Data/Cable – Centric/Fiber; (2) Electric – Pedernales Electric Cooperative; and (3) Natural Gas – Universal Natural Gas.

Geotechnical Exploration

Preliminary geotechnical exploration (a "Preliminary Geotech") was performed by MLA Geotechnical, a division of MLA Labs, Inc., in May 2018, and updated in October 2020. The Preliminary Geotech was undertaken for the purpose of making certain recommendations concerning pavement thickness for the property within Improvement Area #3. The Developer has adhered to the recommendations made within the Preliminary Geotech report in connection with its construction of the Improvement Area #3 Projects.

Existing Mineral and Groundwater Rights

There are certain mineral rights reservations of one or more prior owners of real property within the District, including the Texas General Land Office (collectively, the "Mineral Owner"), pursuant to one or more deeds in the chain of title for the property in the District. Some of these reservations of mineral rights include a partial waiver by the Mineral Owner of its right to enter onto the surface of the property to explore, develop, drill, produce or extract minerals within the District. However, the Mineral Owner has reserved the right to continue to use the surface of three two-acre sites within the District (the "Designated Drill Sites") for purposes incident to the development or production of oil and gas and certain other minerals. Further, in the event that Mineral Owner or its lessees explore for or produce minerals from within the District, the owners of real property are required to grant and convey an access easement providing ingress and egress to the Designated Drill Sites in a manner that does not materially impair the development of the land within the District.

The Mineral Owner also has groundwater and groundwater leasing rights in the land comprising the District. The Mineral Owner has waived its right to enter onto the surface of the land within the District with respect to such rights, but is permitted to develop its groundwater and groundwater leasing rights on land adjacent to the District.

All of the Designated Drill Sites are located outside of Improvement Area #3. Per Developer, the Designated Drill Sites were selected because of their location within the 100-year floodplain. Due to their location within the floodplain, the Designated Drill Sites are not intended to be developed in connection with the development of the Future Improvement Areas.

The Developer is not aware of any ongoing mineral or groundwater rights development or exploration on or adjacent to the property within the District. However, per the Developer, the Original Landowner (as defined herein) owns approximately 1,300 acres of real property adjacent to the District, which is also subject to the Mineral Owner's reserved mineral and groundwater rights described above. Certain rules and regulations of the Texas Railroad Commission may also restrict the ability of the Mineral Owner to explore or develop the property due to well density, acreage, pooling regulations or location issues.

Although the Developer does not expect the above-described mineral and groundwater rights, or the exercise of such rights or any other mineral or groundwater rights or related real property rights in or around the District, to have a material adverse effect on the Development, the property within the District, or the ability of landowners within the District to pay Improvement Area #3 Assessments, the Developer makes no guarantee as to such expectation. See "BONDHOLDERS' RISKS — Exercise of Mineral and Groundwater Rights."

THE DEVELOPER

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 telephone 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 the revenue bonds, such as the Bonds, issued by a municipality for a public improvement district. A developer is generally under no obligation to develop the property which it owns in a development. Furthermore, there is no restriction on the developer's right to sell any or all of the land which the 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 Developer

The Developer is an affiliate of Hanna/Magee LP ("Hanna/Magee") and was created by Hanna/Magee for the purpose of acquiring, developing and ultimately conveying property in the District to third parties, as described under the caption "THE DEVELOPMENT."

Description of Taylor Morrison

Taylor Morrison of Texas, Inc. ("Taylor Morrison") is an affiliate of Taylor Morrison Home Corporation, a Delaware corporation, a public company, traded on the New York Stock Exchange (TMHC), subject to the information requirements of the Securities and Exchange Act of 1934, as amended, and in accordance therewith files reports and other information with the Securities Exchange Commission ("SEC").

Taylor Morrison Home Corporation makes available on its website (<https://investors.taylormorrison.com/financial-reports/annual-reports/default.aspx>) 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 and Exchange Act of 1934, as soon as practicable after they have electronically filed with the SEC as well as other financial institutions. Information contained on Taylor Morrison Home Corporation's website or available by hyperlink from Taylor Morrison Home Corporation's website is not incorporated into this Limited Offering Memorandum.

Executive Biography of Principals of the Developer

Jay Hanna, Principal. Jay Hanna is the President of HMBRR Development and President of HM 6 Creeks Development, and is a Principal with the J.A. Hanna Company, a Central Texas land development company that was started in 1996. In addition to J.A. Hanna Company, Mr. Hanna and colleague Blake Magee created Hanna/Magee in

1998 that also focuses on land development opportunities in Austin and San Antonio. Mr. Hanna has been involved in land brokerage and development in Central Texas for the past 33 years. Prior to starting J.A. Hanna Company, he was Vice President with Texas Commerce Bank, Vice President with Citadel Investments and with Neiman Hanks Puryear Real Estate Company in Austin.

Mr. Hanna, along with Hanna/Magee, has developed over 16,000 single-family lots in the Austin Metropolitan Area and San Antonio in quality communities such as Quest Village, Meridian, The Preserve at Alamo Ranch, The Villas at Treemont, Stonewall Ranch and Stonewall Estates, to name a few. He is currently developing six new communities in Austin, Round Rock, Dripping Springs and San Antonio.

Blake Magee, Principal. Blake Magee is the Vice-President and Secretary of HMBRR Development, and Vice-President and Secretary of HM 6 Creeks Development. He is also a Principal with the Blake Magee Company, a Central Texas land development company he started in 1994, and has joined with partner Jay Hanna to form Hanna/Magee. Mr. Magee has been involved in land development in Central Texas for the past 38 years. Prior to starting the Blake Magee Company, he was Vice President of Mellon Properties Company (a subsidiary of Mellon Bank) and Director of Planning and Feasibility of Land Development for Nash Phillips Copus (NPC).

Mr. Magee has developed over 16,000 single-family lots in the Austin Metropolitan Area and San Antonio in quality communities like Scofield Farms, Stone Canyon, Quest Village, Sunset Valley Meadows, Forest Oaks, Silver Oak, Mayfield Ranch, Meridian, The Ridge at Lantana, Brodie Springs, Loma Vista, The Preserve at River Place, The Villas at Treemont, Retreat at Travis Country, and Spicewood at Bullcreek, to name a few. He is currently developing 10 new communities in Austin, Round Rock, Dripping Springs, Williamson County, Pflugerville and San Antonio. Over the past eleven years, he has created and is developing lots in seven Municipal Utility Districts (MUDs) containing over 7,000 single-family lots.

Development Manager

Jay Hanna, a principal in the Hanna/Magee-affiliated entities, is expected to have primary responsibility over the development management functions with respect to the District, including entitlement, project management, construction management, and local oversight. Through Hanna/Magee and other affiliates, Mr. Hanna has been involved in the following notable developments in Central Texas:

Avalon in Pflugerville, Texas, is an approximately 580-acre master-planned community with approximately 1,500 residential lots, and has been in development since 2005. In addition to homes and recreational features, this community is located near Blackhawk Golf Course and Stone Hill Town Center, a 196-acre master planned development with approximately 1,000,000 square feet of retail and 9 anchor tenants.

Balcones Creek in San Antonio, Texas, is a 233-acre master-planned community expected to contain approximately 571 residential lots that has been in development since 2012. The development includes amenities such as a swim and community center and a community garden. It is located in close proximity to The Shops at La Cantera retail development and the Fiesta Texas amusement park.

Fronterra at Westpointe in San Antonio, Texas, is a 300-acre master-planned community expected to contain approximately 1,000 residential lots that has been in development since 2014. This development features various amenities, including an amenity center and significant open space. It is located in close proximity to The Shops at La Cantera and Alamo Ranch Center retail developments and the Fiesta Texas amusement park.

Parkside at Mayfield Ranch in Round Rock, Texas, is a 370-acre master-planned community expected to contain approximately 1,128 residential lots that has been in development since 2006. The development includes a swim and community center, amenity center, and greenbelts and open space amenities.

Parkside on the River in Georgetown, Texas, is a 1,149-acre master-planned community with 1,970 lots and 120 acres of multi-family and commercial with a boundary running along the San Gabriel River. The development includes an amenity center, parks, and trails.

Palmera Ridge & Palmera Bluff in Leander, Texas, is a 426-acre mixed-use master-planned community expected to contain approximately 1,005 lots and a 12-acre commercial/retail center. It has been under development since Fall of 2015, and is located at the former Kitty Hill Airport in Williamson County. Palmera Ridge rests just off Ronald Regan Boulevard north of Hero Way and minutes from 183-A and FM 1431. Palmera Ridge is built out with 579 homes, and Palmera Bluff will contain 426 homes when complete. The community features an amenity center, community pool, parks and wet ponds.

Paloma Lake in Round Rock, Texas, is a 726-acre master-planned community expected to contain approximately 1,850 residential lots and has been in development since 2006. The development includes various public amenities, including two amenity centers, a “fish camp”, a pool, and hiking and walking trails.

Parten in Dripping Springs, Texas, is a 532-acre master-planned community with 575 lots, including 14 one-acre lots, and has been in development since 2016. The development includes a 5-acre amenity site with playscape, swimming pool and meeting spaces. Once fully developed the community will include 300 acres of public open space, parks and 5 miles of hiking trails.

History and Financing of the District

The Property Acquisition. HMBRR Development and HM 6 Creeks Development were formed, for the purpose, among other things, of acquiring and developing property within the District. On September 20, 2017, HMBRR Development and HMBRR LP purchased approximately 61.49 acres and 188.51 acres, respectively, for a total of approximately 250 acres within the District from Original Landowner. Simultaneously, another affiliate of HMBRR Development, HMBRR LP #2, purchased approximately 608 acres within the District from the Original Landowner, subject to a seller financed note back to the Original Landowner (the “Seller Note”).

On October 9, 2018, HMBRR Development acquired approximately 35.48 acres from HMBRR LP, out of the approximately 188.51 acres owned by HMBRR LP, and on February 14, 2020, HMBRR Development acquired the remaining approximately 153.03 acres from HMBRR LP. On September 23, 2020, HM 6 Creeks Development acquired approximately 249.051 acres from HMBRR LP #2, out of the original approximately 608-acre tract land owned by HMBRR LP #2. On January 28, 2021, prior to the development of Improvement Area #3 (Improvement Area #3 consists of Phase 1, Sections 8A, 8B, 9, and 10), HM 6 Creeks Development sold approximately 50.57 acres of the land it owned (consisting of Section 8A and Section 8B) to Taylor Morrison.

On December 15, 2021, prior to the development of Improvement Area #4 (Improvement Area #4 consists of Phase 1, Section 6A, Section 7, Section 12, Section 13A, and Section 13B), HM 6 Creeks Development acquired 93.991 acres and 5.964 acres from HMBRR LP #2 out of the approximately 608-acre tract owned by HMBRR LP #2. That same day, HM 6 Creeks Development sold approximately 93.991 acres (consisting of Section 13A, Section 13B, Section 14A, and Section 14B) to Pulte.

On September 26, 2022, HM 6 Creeks Development acquired the remaining approximately 259.70 acres that were owned by HMBRR LP #2. Accordingly, HMBRR LP #2 no longer owns any land within the District.

In March of 2024, HM 6 Creeks Development sold an undivided 50.7% interest in the land within Section 11 to Highland Homes and an undivided 49.3% interest in the land within Section 11 to PHAU. Section 11, or Improvement Area #5, is approximately 15.92 acres.

All of the land in the Remainder Area is currently owned by HM 6 Creeks Development and Pulte.

Acquisition and Development Financing. The original acquisition and subsequent acquisitions of property within the District by HMBRR Development, were funded with equity by means of contributions made to HMBRR Development by its shareholders and a portion of the proceeds of a development loan from American Bank (the “Development Loan”). The Development Loan was secured by a deed of trust in favor of American Bank, which covered approximately 61.49 acres within the District. The Development Loan was subsumed under the HMBRR Development and Acquisition Loan described below.

The original acquisition of property within the District by HMBRR LP was funded by an acquisition loan from American Bank in the amount of \$5,000,000 (the “Acquisition Loan”). The Acquisition Loan was secured by a deed of trust in favor of American Bank, which covered approximately 188.51 acres within the District. The Acquisition Loan was subsumed under the HMBRR Development and Acquisition Loan described below.

HMBRR Development purchased land from HMBRR LP on February 14, 2020, pursuant to an assumption and special warranty deed pursuant to which HMBRR Development assumed and promised to keep and perform all of the covenants and obligations of HMBRR LP under the Acquisition Loan. On February 14, 2020, HMBRR Development and American Bank entered into a new loan in the amount of \$13,000,000 (the “HMBRR Development and Acquisition Loan”), which replaced the Development Loan and the Acquisition Loan and transferred the outstanding, unpaid balances of the Development Loan and the Acquisition Loan to the new HMBRR Development and Acquisition Loan. The HMBRR Development and Acquisition Loan was secured by a deed of trust dated February 14, 2020, in favor of American Bank. In September 2020, HMBRR Development paid off the HMBRR Development and Acquisition Loan and obtained a new \$6,000,000 development loan (the “HMBRR Development Loan”) from American Bank of Commerce (“ABC”). The HMBRR Development Loan was repaid in full in May 2023.

The original financing of the property within the District by HMBRR LP #2 was financed by the Seller Note. HM 6 Creeks Development purchased approximately 250 acres from HMBRR LP #2 on September 23, 2020, funded with equity from its shareholders and proceeds of an acquisition loan of \$9,000,000 from ABC, which loan was reduced to \$7,000,000 by the proceeds of the sale of approximately 50 acres (Sections 8A and 8B) to Taylor Morrison. HM 6 Creeks Development purchased an additional 99.955 acres from HMBRR LP #2 on December 15, 2021, 93.991 acres (Sections 13A, 13B, 14A and 14B) of which was immediately conveyed to Pulte. Finally, HM 6 Creeks Development acquired the remaining land owned by HMBRR LP #2 by Special Warranty Deed dated September 20, 2022, and entered into a \$14,000,000 acquisition and development loan as a revolving line of credit from ABC (the “HM 6 Creeks Development and Acquisition Loan”), which amended and restated the acquisition loan. The HM 6 Creeks Development and Acquisition Loan was paid down to a \$0.00 balance in May 2023 but remains open and available for future draws in the event funds are required for future development.

HM 6 Creeks Development sold an undivided 50.7% interest in the land within Section 11 to Highland Homes and an undivided 49.3% interest in the land within Section 11 to PHAU. Highland Homes and PHAU’s purchase of the land within Section 11 was funded by cash or other readily available funds from each landowner. Additionally, Pursuant to the Section 11 Development Agreement, Highland Homes and PHAU agreed to pay HM 6 Creeks Development a Development Fee to be used by HM 6 Creeks Development to pay the costs to complete the Development Work incurred by HM 6 Creeks Development, pursuant to the Section 11 Development Agreement.

Accordingly, HM 6 Creeks Development does not have any outstanding loans or notes as it relates to the land in Improvement Area #3.

THE ADMINISTRATOR

The following information has been provided by the 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 Administrator. The City has entered into an agreement with the Administrator to provide specialized services related to the administration of the District needed to support the issuance of the Bonds. The Administrator will primarily be responsible for preparing the annual update to the Service and Assessment Plan. The 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 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.

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 PLEDGED REVENUES AND OTHER FUNDS COMPRISING 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 AND OTHER FUNDS COMPRISING THE TRUST ESTATE, 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.

General

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 #3 of the District to pay Improvement Area #3 Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within Improvement Area #3 of the District, (c) general and local economic conditions that 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 lots 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 lots.

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 #3, should proceed more slowly than expected and the Improvement Area #3 landowners are unable to pay the Improvement Area #3 Assessments, only the value of the Improvement Area #3 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 #3 of the District. 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.

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 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 Development. A slowdown of the development process and the related absorption rate within the 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 DEVELOPER AND ANY SUBSEQUENT OWNERS TO PAY THE IMPROVEMENT AREA #3 ASSESSMENTS WHEN DUE. ANY OR ALL OF THE FOREGOING COULD REDUCE THE WILLINGNESS AND THE ABILITY OF SUCH OWNERS TO PAY THE IMPROVEMENT AREA #3 ASSESSMENTS AND COULD GREATLY REDUCE THE VALUE OF PROPERTY WITHIN IMPROVEMENT AREA #3 IN THE EVENT SUCH PROPERTY HAS TO BE FORECLOSED. In that event, there could be a default in the payment of the Bonds.

Absorption Rate

There can be no assurance that the Developer will be able to achieve its anticipated absorption rates. Failure to achieve the absorption rate estimates will adversely affect the estimated value of the Development, could impair the economic viability of the Development and could reduce the ability or desire of property owners to pay the Improvement Area #3 Assessments.

Assessment Limitations

The City contracts with the Hays County Tax Office (the "Tax Office") for collection of the Improvement Area #3 Assessments. Annual Installments of Improvement Area #3 Assessments are billed to property owners of Improvement Area #3 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 Improvement Area #3 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 #3, 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 of Property Owners” herein.

Upon an ad valorem tax lien foreclosure event of a property within Improvement Area #3, any Improvement Area #3 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 Improvement Area #3 Assessments, the liens securing such delinquent ad valorem taxes and delinquent Improvement Area #3 Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Improvement Area #3 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 Improvement Area #3 landowners represent that they own all property within Improvement Area #3 of the District as of the date of the Assessment Ordinance. Consequently, there are and can be no homestead rights on the Improvement Area #3 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 Reserve Fund, delay in foreclosure proceedings, inability of the City to close on lots with Pre-Existing Homestead Right, or the inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent taxes and installments of Improvement Area #3 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 IMPROVEMENT AREA #3 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 #3 OF THE DISTRICT. HOWEVER, FOR AS LONG AS A PRE-EXISTING HOMESTEAD RIGHT IS MAINTAINED ON IMPROVEMENT AREA #3 ASSESSED PROPERTY, AN ASSESSMENT LIEN ON THAT IMPROVEMENT AREA #3 ASSESSED PROPERTY MAY NOT BE FORECLOSED UPON.

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 Developer does not provide the required notice and prospective purchasers of property within Improvement Area #3 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 Improvement Area #3 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 Developer does 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 — Form of 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 89th Legislative Session of the State (the "89th Regular Session") convened on January 14, 2025 and is scheduled to conclude on June 2, 2025. 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. 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.

General Risks of Real Estate Investment and Development

The Developer has the right to modify or change its 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 Developer, nor is there a requirement that future developers or landowners enter into such an agreement. There can be no assurance, in the event the 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, or if made will provide the necessary assessment revenues required to service debt on the Bonds. Nor can there be an assurance that the eventual assessment burden on the property will be marketable.

The ability of the Developer and homebuilders 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 Development, the demand for residential housing within the District could be reduced, thereby adversely affecting the continued development of the 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 Development will be subject to the risks generally incident to real estate investments and development. Many factors that may affect the Development, including the schedule for and/or the costs of the various improvements to be constructed within the District necessary to serve residents therein, as well as the operating revenues of the Developer, including those derived from the Development, are not within the control of the Developer. 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 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 Developer.

The Development cannot be completed without the Developer 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 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 Developer.

A slowdown of the development process and the related absorption rate within the 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 Developer, the Improvement Area #3 Landowners and any subsequent owners to pay the Improvement Area #3 Assessments when due. Any or all of the foregoing could reduce the willingness and ability of such owners to pay the Improvement Area #3 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 Improvement Area #3 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. In the past few years, both mortgage rates and home prices have increased, which may affect a home purchasers' ability to qualify for a mortgage loan and afford the total financing costs of a new home. Downturns in the real estate market, rising mortgage rates, and other factors beyond the control of the Developer, including general economic conditions, may impact the timing of parcel, lot, and home sales within Improvement Area #3. No assurances can be given that projected home prices and buildout values presented in this Limited Offering Memorandum will be realized.

Competition

The housing industry in Central Texas area is very competitive, and none of the Developer, the City, the City's Financial Advisor or the Underwriter can give any assurance that the building programs which are planned will ever be completed. The competitive position of the Developer 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. Competitive projects in the area include but are not limited to:

Competitive Projects⁽¹⁾

Project Name	Number of Units	Proximity	Developer	Date Started	Expected Completion Date	Prices
Anthem	1500	1.5 miles	Multiple	2022	TBD	\$400,000+
Kyle 57	219	1.5 Miles	Milestone	2022	2026	\$400,000+
Brooks Ranch	138	1.75 Miles	Blackburn	2022	2025	\$450,000+

⁽¹⁾ Provided by the Developer.

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 Development.

Tax-Exempt Status of the Bonds

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,” 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.

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. In the past, the IRS has announced audit efforts focused in part on “developer-driven bond transactions,” including certain tax increment financings and certain assessment bond transactions. 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 disagrees 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 Owners for federal income tax purposes, the City 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.

Lien Foreclosure and Bankruptcy

The payment of Improvement Area #3 Assessments and the ability of the City to foreclose on the lien of a delinquent unpaid Improvement Area #3 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 Improvement Area #3 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 Improvement Area #3 Assessments might not be paid in full.

Direct and Overlapping Indebtedness, Assessments and Taxes

The ability of an owner of property within Improvement Area #3 of the District to pay the Improvement Area #3 Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District currently impose ad valorem taxes on the property within the District and will likely do so in the future. Such entities could also impose assessment liens on the property within Improvement Area #3 of the District. The imposition of additional liens, or for private financing, may reduce the ability or willingness of the landowners to pay the Improvement Area #3 Assessments. See “OVERLAPPING TAXES AND DEBT.”

Depletion of Reserve Account of the Reserve Fund

Failure of the owners of property within Improvement Area #3 of the District to pay the Improvement Area #3 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 IMPROVEMENT AREA #3 BONDS — 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 consider 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 DEVELOPMENT — Environmental” for discussion of previous Phase I 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.

Availability of Utilities

General. The City provides both water and wastewater service to the District. The progress of development within the District is dependent upon the City receiving an adequate supply of water and providing sufficient capacity for the collection and treatment of wastewater. If City cannot timely or fails to supply water and wastewater services to the property in the District, the development of the land in the District could be adversely affected.

Portions of the State, including the City and its surrounding area, are experiencing significant growth, which has produced and is expected to continue to produce a growing demand for water and wastewater service. The ability of City's water suppliers to provide an adequate supply of water and the ability of the City to provide sufficient capacity for the treatment of wastewater is dependent on many factors, including, but not limited to, supply and demand of materials to complete necessary water and wastewater improvements, compliance with the Texas Commission on Environmental Quality regulations, the effects of extreme weather events on such entities' water and wastewater systems, and the construction of developments competing with the District. See "THE DEVELOPMENT — Utilities," "BONDHOLDERS' RISKS — General Risks of Real Estate Investment and Development" "— Risks Related to Recent Increase in Costs of Building Materials, "— Competition," "— Regulation," and "— Risk from Weather Events."

None of the City, the Financial Advisor, the Underwriter, or the Developer can predict the impact that such growing demand may have on the City, the District, the projected buildout schedule, availability of water and wastewater service to the District or an investment in the Bonds.

Availability of Water. The State is currently experiencing a drought due to significantly low rainfall. The continuation of the drought may affect the ability of one or more of the City's water suppliers to deliver water under their respective contracts with the City, which in turn may have an impact on the ability of the City to provide water to service the District.

None of the City, the Financial Advisor, the Underwriter, or the Developer can predict the impact that the drought or any future similar condition may have on the City, the District, the projected buildout schedule, availability of water service to the District or an investment in the Bonds. See "THE CITY – Water and Wastewater" and "THE DEVELOPMENT — Utilities."

Flood Plain

As shown on the current Federal Emergency Management Agency's Flood Insurance Rate Map Panel 48209C0270F, no platted lots within Improvement Area #3 are located within an official FEMA 100-year or 500-year flood plain. Certain portions of the Remainder Area are currently located within an official FEMA 100-year flood plain. Per the Developer, each lot within the Remainder Area is intended to be removed from such flood plain by a Conditional Letter of Map Revision or Letter of Map Revision as the Development progresses. However, the District is located within five miles of the Blanco River, which experienced severe flooding in 2015. The City cannot predict whether or when another such flooding event will occur, and if so, whether the Development would be negatively impacted by such an event.

FEMA will from time to time revise its Flood Insurance Rate Maps. None of the City, the Underwriter, or the Developer make any representation as to whether FEMA may revise its Flood Insurance Rate Maps, whether such revisions may result in homes that are currently outside of the 100-year flood plain from being included in the 100-year flood plain in the future, or whether extreme flooding events may exceed the Floodplain.

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, hurricanes, tropical storms, 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.

Bondholders' Remedies and Bankruptcy of Property Owners

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, and upon the written request of the Owners of a Quarter in Interest of the Bonds 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 #3 of the District or sell property within Improvement Area #3 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 or the right of the City to seek judicial foreclosure of its Assessment Lien 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 Improvement Area #3 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 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 #3 of the District 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 Improvement Area #3 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 does not contain a provision allowing for the acceleration of the Bonds in any event, including 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 #3 of the District subject to the Improvement Area #3 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 Owner's creditor claim and whether an Owner would be repaid in full.

Management and Ownership

The management and ownership of the Developer and related 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 or new officers in management positions may not have comparable experience in projects comparable to the Development.

TAX MATTERS

Opinion

The delivery of the Bonds is subject to the opinion of Bond Counsel to the effect that interest on the Bonds for federal income tax purposes (1) will be excludable from gross income, as defined in Section 61 of the Internal Revenue Code of 1986, as amended to the date of such opinion (the "Code"), pursuant to section 103 of the Code and existing regulations, published rulings, and court decisions, and (2) will not be included in computing the alternative minimum taxable income of the owners thereof who are individuals. A form of Bond Counsel's opinion is reproduced as Appendix D. The statutes, regulations, rulings, and court decisions on which such opinion is based are subject to change.

In rendering the foregoing opinions, Bond Counsel will rely upon representations and certifications of the City made in a certificate dated the Closing Date pertaining to the use, expenditure, and investment of the proceeds of the Bonds and will assume continuing compliance by the City with the provisions of the Indenture subsequent to the issuance of the Bonds. The Indenture contains covenants by the City with respect to, among other matters, the use of the proceeds of the Bonds and the facilities financed therewith by persons other than state or local governmental units, the manner in which the proceeds of the Bonds are to be invested, the periodic calculation and payment to the United States Treasury of arbitrage “profits” from the investment of proceeds, and the reporting of certain information to the United States Treasury. Failure to comply with any of these covenants may cause interest on the Bonds to be includable in the gross income of the owners thereof from the date of the issuance of the Bonds.

Bond Counsel’s opinion is not a guarantee of a result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the City described above. No ruling has been sought from the Internal Revenue Service (the “IRS”) with respect to the matters addressed in the opinion of Bond Counsel, and Bond Counsel’s opinion is not binding on the IRS. The IRS has an ongoing program of auditing the tax-exempt status of the interest on tax-exempt obligations. If an audit of the Bonds is commenced, under current procedures the IRS is likely to treat the City as the “taxpayer,” and the owners of the Bonds would have no right to participate in the audit process. In responding to or defending an audit of the tax-exempt status of the interest on the Bonds, the City may have different or conflicting interests from the owners of the Bonds. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit, regardless of its ultimate outcome.

Except as described above, Bond Counsel expresses no other opinion with respect to any other federal, state or local tax consequences under present law, or proposed legislation, resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations such as the Bonds may result in collateral federal tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, certain foreign corporations doing business in the United States, S corporations with subchapter C earnings and profits, corporations subject to the alternative minimum tax on adjusted financial statement income, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a financial asset securitization investment trust (“FASIT”), and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Prospective purchasers should consult their own tax advisors as to the applicability of these consequences to their particular circumstances.

For taxable years beginning after 2022, the Code imposes a minimum tax of 15 percent of the adjusted financial statement income of certain large corporations, generally consisting of corporations (other than S corporations, regulated investment companies and real estate investment trusts) with more than \$1 billion in average annual adjusted financial statement income, determined over a three-year period. For this purpose, adjusted financial statement income generally consists of the net income or loss of the taxpayer set forth on the taxpayer’s applicable financial statement for the taxable year, subject to various adjustments, but is not reduced for interest earned on tax-exempt obligations, such as the Bonds. Prospective purchasers that could be subject to this minimum tax should consult with their own tax advisors regarding the potential impact of owning the Bonds.

Existing law may change to reduce or eliminate the benefit to bondholders of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any proposed legislation or administrative action, whether or not taken, could also affect the value and marketability of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any proposed or future changes in tax law.

Tax Accounting Treatment of Discount and Premium on Certain Bonds

The initial public offering price of certain Bonds (the “Discount Bonds”) may be less than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Discount Bond (assuming that a substantial amount of the Discount Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bond. A portion of such original issue discount allocable to the holding period of such Discount Bond by the initial purchaser will, upon the disposition of such Discount Bond (including by reason of its payment at maturity), be treated as interest

excludable from gross income, rather than as taxable gain, for federal income tax purposes, on the same terms and conditions as those for other interest on the Bonds described above under “Tax Exemption.” Such interest is considered to be accrued actuarially in accordance with the constant interest method over the life of a Discount Bond, taking into account the semiannual compounding of accrued interest, at the yield to maturity on such Discount Bond and generally will be allocated to an initial purchaser in a different amount from the amount of the payment denominated as interest actually received by the initial purchaser during the tax year.

However, such interest may be required to be taken into account in determining the amount of the branch profits tax applicable to certain foreign corporations doing business in the United States, even though there will not be a corresponding cash payment. In addition, the accrual of such interest may result in certain other collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with subchapter C earnings and profits, corporations subject to the alternative minimum tax on adjusted financial statement income, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a FASIT, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Moreover, in the event of the redemption, sale or other taxable disposition of a Discount Bond by the initial owner prior to maturity, the amount realized by such owner in excess of the basis of such 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 Discount Bond was held) is includable in gross income.

Owners of Discount Bonds should consult with their own tax advisors with respect to the determination of accrued original issue discount on Discount Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Discount Bonds. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The purchase price of certain Bonds (the “Premium Bonds”) paid by an owner may be greater than the amount payable on such Bonds at maturity. An amount equal to the excess of a purchaser’s tax basis in a Premium Bond over the amount payable at maturity constitutes premium to such purchaser. The basis for federal income tax purposes of a Premium Bond in the hands of such purchaser must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium that is amortizable each year by a purchaser is determined by using such purchaser’s yield to maturity (or, in some cases with respect to a callable Bond, the yield based on a call date that results in the lowest yield on the Bond).

Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium on Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Premium Bonds.

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.

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.

Norton Rose Fulbright US LLP 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 Texas, 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, limited 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, limited 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 Trust Estate. 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 in the Limited Offering Memorandum under the captions or subcaptions “PLAN OF FINANCE — The Bonds” (except for the third paragraph thereof), “DESCRIPTION OF THE BONDS,” “SECURITY FOR THE IMPROVEMENT AREA #3 BONDS,” “ASSESSMENT PROCEDURES” (except for the subcaptions “Assessment Methodology” and “Assessment Amounts”), “THE DISTRICT,” “TAX MATTERS,” “LEGAL MATTERS — Legal Proceedings,” (except for the last paragraph thereof), “LEGAL MATTERS — Legal Opinions,” (except for the last paragraph thereof), “CONTINUING DISCLOSURE — The City,” “REGISTRATION AND QUALIFICATION OF BONDS FOR SALE,” “LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS,” APPENDIX B and APPENDIX D, and such firm is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance and the Indenture contained therein 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, to its knowledge, 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 the Improvement Area #3 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 Trust Estate, 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 Developer

At the time of delivery and payment for the Bonds, 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 Developer, threatened against or affecting Developer wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of Developer or its officers or would adversely affect (1) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Bond Ordinance, the Service and Assessment Plan, the Development Agreement, the Financing Agreement, or the Letter of Representations of the Developer, or otherwise described in this Limited Offering Memorandum, or (2) the tax-exempt status of interest on the Bonds.

SUITABILITY FOR INVESTMENT

Investment in the Bonds poses certain economic risks. See “BONDHOLDERS’ RISKS.” The Bonds are not, at this time, 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 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 Securities and Exchange Commission (the “Rule”), the City, the Administrator, and BOKF, NA, Houston, Texas (in such capacity, the “Dissemination Agent”) will enter into a Continuing Disclosure Agreement (the “Disclosure Agreement of the 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 the 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 the Issuer.” Under certain circumstances, the failure of the City to comply with its obligations under the Disclosure Agreement of the 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 the Issuer would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The City has agreed to update information and to provide notices of certain specified events only as provided in the Disclosure Agreement of the 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 the 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 the Issuer or from any statement made pursuant to the Disclosure Agreement of the 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 agreements made by the City in accordance with the Rule.

The Developer

The Developer, the Administrator, and the Dissemination Agent will, in connection with the issuance of the Bonds, enter into a Continuing Disclosure Agreement (the "Disclosure Agreement of the 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 the Developer, certain information regarding Improvement Area #3 and the Improvement Area #3 Projects (collectively, the "Developer Reports"). The specific nature of the information to be contained in the Developer Reports is set forth in "APPENDIX E-2 — Form of Disclosure Agreement of the Developer." Under certain circumstances, the failure of the Developer or the Administrator to comply with its obligations under the Disclosure Agreement of the 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 the Developer would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The Developer has agreed to provide (i) certain updated information to the 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 the Developer. The 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 the Developer. The 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 Developer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of the Developer or from any statement made pursuant to the Disclosure Agreement of the Developer.

The Developer's Compliance with Prior Undertakings

The Developer has previously entered into a disclosure agreement regarding the Series 2021 Bonds and the Improvement Area #4 Bonds. During the period that the Developer has been subject to continuing disclosure obligations, the Developer has complied in all material respects with its continuing disclosure agreements.

THE FINANCIAL ADVISOR

The following information has been provided by SAMCO Capital Markets, Inc., as the Financial Advisor.

SAMCO Capital Markets, Inc. (the "Financial Advisor") is employed as the Financial Advisor to the City in connection with the issuance of the Bonds. The Financial Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. SAMCO Capital Markets, Inc., in its capacity as Financial Advisor, has relied on the opinions of Bond Counsel and has not verified and does not assume any responsibility for the information, covenants, and representations contained in any of the bond documentation with respect to the federal income tax status of the Bonds. In the normal course of business, the Financial Advisor may also from time to time sell investment securities to the City for the investment of bond proceeds or other funds of the City upon the request of the City.

The Financial Advisor has provided the following sentence for inclusion in this Limited Offering Memorandum. The Financial Advisor has reviewed the information in this Limited Offering Memorandum in accordance with its responsibilities to the City and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

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 an underwriting discount of \$ _____, which includes Underwriter’s Counsel’s fee) and no accrued interest. 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. Subject to certain restrictions contained in the Bond Purchase Agreement, 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.

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE

The sale of the Bonds has not been registered under the Federal 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 Federal Securities Act of 1933 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 INVESTMENT 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 Texas Public Funds Investment Act (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 (the "FDIC") 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 FDIC 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 FDIC 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, 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 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 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 and 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, and any additions and changes to market value and the ending value of each pooled fund group, (4) the book value and market value of each separately listed asset at the beginning and 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 family relationships 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; (4) require the registered principal of firms seeking to sell securities to the City to: (a) receive and review the City’s investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude imprudent investment activities conducted between the entity and the

organization that are not authorized by the entity'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 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) 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 repurchase agreement; (7) restrict the investment in no-load money market 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; (8) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; (9) provide specific investment training for the Treasurer, the chief financial officer (if not the Treasurer) and the investment officer; 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 BOKF, NA, 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 Improvement Area #3 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 www.bokfinancial.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 Developer and its 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 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.

Source of Certain Information

The information contained in this Limited Offering Memorandum relating to the description of the Improvement Area #3 Projects generally and, in particular, the information included in the sections captioned “PLAN OF FINANCE (except for the information under “—The Bonds”), “THE IMPROVEMENT AREA #3 AUTHORIZED IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #3 Projects, and the Development), “LEGAL MATTERS — Litigation — The Developer,” and “CONTINUING DISCLOSURE — The Developer” and “ – The Developer’s Compliance with Prior Undertakings” has been provided by the Developer, and the 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 light of the circumstances under which they were made, not misleading. At the time of delivery of the Bonds to the Underwriter, the Developer will 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 development planning and finance.

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 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.

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AUTHORIZATION AND APPROVAL

The City Council approved the form and content of this Preliminary Limited Offering Memorandum and the use thereof by the Underwriter in connection with the marketing and sale of the Bonds. In the Bond Ordinance, the City Council will approve the form and content of the final Limited Offering Memorandum.

CITY OF KYLE, TEXAS

Mayor

ATTEST:

City Secretary

APPENDIX A

GENERAL INFORMATION REGARDING THE CITY AND THE SURROUNDING AREA

General Information

The City is a political subdivision and municipal corporation of the State of Texas (the “State”), duly organized and existing under the laws of the State including the City’s Home Rule Charter, initially adopted by the qualified voters of the City in the year 2000, and as amended in 2006, 2016, 2018 and 2020. The City operates as a home rule municipality under a Council-Manager form of government with a City Council comprised of the Mayor and six Council Members. The City Manager is the chief executive officer for the City.

The City is located in Hays County along Interstate Highway 35. It is located approximately eight (8) miles north of the City of San Marcos, twenty (20) miles south of the City of Austin and sixty (60) miles north of the City of San Antonio. The City covers approximately 31.25 square miles. The City’s 2020 census population was 45,697, and the City has estimated that its 2024 population is approximately 58,500. The City is the second largest city in Hays County and enjoys a south-central location convenient to most major population and employment centers in Central Texas.

Historical Employment in Hays County

The following information has been provided for informational purposes only.

Hays County

	Average Annual				
	2024 ⁽¹⁾	2023	2022	2021	2020
Civilian Labor Force	149,729	144,229	138,727	130,746	121,304
Total Employed	144,433	139,520	134,484	125,340	113,639
Total Unemployed	5,296	4,709	4,243	5,406	7,665
Unemployment Rate	3.5%	3.3%	3.1%	4.1%	6.3%

⁽¹⁾ Data through November 2024.
Source: Texas Labor Market Information.

The City

	Average Annual				
	2024 ⁽¹⁾	2023	2022	2021	2020
Civilian Labor Force	32,162	31,036	29,867	28,215	25,783
Total Employed	31,146	30,087	29,001	27,029	24,117
Total Unemployed	1,016	949	866	1,186	1,666
Unemployment Rate	3.2%	3.1%	2.9%	4.2%	6.5%

⁽¹⁾ Data through November 2024.
Source: Texas Labor Market Information.

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Major Employers in the City

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

<u>Employer</u>	<u>Employees</u>	<u>Percentage of Total City Employment</u>
Hays County Independent School District	3,258	15.66%
Seton Medical Center Hays	750	3.60%
Amazon	700	2.76%
The City	349	1.68%
Lowes	100	0.48%
Home Depot	100	0.48%
Austin Community College at Hays	80	0.38%
Plastikon	65	0.31%
SIMWON	38	0.18%
ENF	25	0.12%
FedEx	20	0.10%
Total	5,485	25.75%

⁽¹⁾ Source: The City's Comprehensive Annual Financial Report for the year ended September 30, 2023.

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REGIONAL EMPLOYMENT

Surrounding Economic Activity

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

City of San Marcos, TX		City of New Braunfels, TX		City of Seguin, TX		City of Buda, TX	
Approximately 10 Miles from the City		Approximately 30 Miles from the City		Approximately 30 Miles from the City		Approximately 8 Miles from the City	
Employer	Employees	Employer	Employees	Employer	Employees	Employer	Employees
Amazon Fulfillment	5,000	Comal ISD	3,550	Seguin ISD	1,192	Capital Excavation	315
Texas State University	3,730	Schlittebahn Water Park	3,000	Texas Power Systems/CAT	1,511	H-E-B Grocery	249
Hays CISD	3,430	New Braunfels ISD	1,302	Vitesco (Continental AG)	1,504	Wal-Mart	240
Premium Outlets	1,600	Wal-Mart Distribution Center	1,200	CMC Steel	908	ProBuild	222
Tanger Outlets	1,540	Hunter Industries	873	Guadalupe Regional Medical Center	765	Fat Quarter Shop	215
San Marcos CISD	1,400	Comal County	805	Guadalupe County	653	Cabela's	196
Dripping Springs ISD	1,025	City of New Braunfels	800	Tyson Foods	554	Texas Lehigh	180
Hays County	885	TaskUs	620	City of Seguin	448	US Food Service	159
City of San Marcos	758	Christus Santa Rosa Hospital	585	Texas Lutheran University	441	Hays Community YMCA	157
HEB Distribution Center	750	Rush Enterprises	528	HEB	413	Capital Spectrum	150

City of Schertz, TX	
Approximately 45 Miles from the City	
Employer	Employees
Schertz/Cibolo/UC ISD	1,900
Amazon	1,061
Sysco Central Texas	827
FedEx Ground	700
Republic National Distributing Company	639
Brandt Companies	527
Visionworks	450
City of Schertz	437
Hollingsworth Logistics Group	400
FedEx Freight	300

City of Austin, TX	
Approximately 20 Miles from the City	
Employer	Employees
State Government	38,681
University of Texas at Austin	31,106
H-E-B	22,955
City of Austin	16,029
Ascension Seton	14,842
Federal Government	14,600
Dell Computer Corporation	13,000
Tesla, Inc.	12,277
St. David's Healthcare	11,484
Amazon.com LLC	11,000

Source: Municipal Advisory Council of Texas

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APPENDIX B
FORM OF INDENTURE

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MASTER INDENTURE OF TRUST

By and Between

CITY OF KYLE, TEXAS

and

BOKF, NA

as Trustee

DATED AS OF OCTOBER 15, 2021

SECURING

CITY OF KYLE, TEXAS

IMPROVEMENT AREA #3 BONDS

(6 CREEKS PUBLIC IMPROVEMENT DISTRICT)

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INDENTURE OF TRUST

This Master Indenture of Trust, dated as of October 15, 2021 (this “Master Indenture”) is by and between the City of Kyle, Texas (the “City”), and BOKF, NA, a national banking association, 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 1.

WHEREAS, the City, in accordance with the requirements of Chapter 372 of the Texas Local Government Code (the “PID Act”), including all of the requirements of the PID Act pertaining to the notice and public hearing, approved the creation of the Blanco River Ranch Public Improvement District, which is now know as 6 Creeks Public Improvement District (the “*District*”) and on October 19, 2021, approved and adopted the 2021 Amended and Restated Service and Assessment Plan for the District and an ordinance levying assessments against the real property in Improvement Area #3 of the District for the purpose of paying the costs of improvements that provide a special benefit to the properties of the District ; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purpose of (i) paying or reimbursing a portion of the costs of the Authorized Improvements, (ii) paying capitalized interest on revenue bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal and interest on the revenue bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, the City intends to issue bonds for the purposes described above pursuant to one or more supplemental indentures executed and delivered pursuant to the provisions of this Master Indenture; and

WHEREAS, concurrently with the City’s approval of this Master Indenture, the City has authorized the issuance of the initial series Improvement Area #3 Bonds and approved the First Supplemental Indenture pursuant to the provisions of the Master Indenture; and

WHEREAS, after the issuance of the initial series of Improvement Area #3 Bonds, the City intends to issue one or more series of additional Improvement Area #3 Bonds pursuant to additional Supplemental Indentures; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Master 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 by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the “Trust Estate”):

FIRST GRANTING CLAUSE

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

SECOND GRANTING CLAUSE

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

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 from time to time issued under and secured by this Master Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Master Indenture;

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

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

IN ADDITION, the Bonds are special and limited obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Master Indenture. The Bonds do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Master Indenture. Notwithstanding anything to the contrary herein, the Owners of the Bonds 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 out of any funds of the City other than the Trust Estate.

THIS MASTER INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes

as hereinafter expressed, and the City 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 as follows:

ARTICLE 1

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

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

“2021 Amended and Restated Service and Assessment Plan” means the 2021 Amended and Restated Service and Assessment Plan passed and approved by City Council on October 19, 2021 by Ordinance No. 1169.

“Account” means any of the accounts established pursuant to Section 5.1.

“Actual Costs” shall have the meaning assigned to it in the Service and Assessment Plan.

“Additional Interest” means the amount collected by application of the Additional Interest Rate.

“Additional Interest Rate” means the 0.50% Additional Interest charged on the Assessments pursuant to Section 372.018 of the PID Act and described in Section V of the Amended and Restated Service and Assessment Plan. The Additional Interest Rate is not charged on Assessments securing the Reimbursement Obligation.

“Additional Interest Reserve Account” means the reserve account established in accordance with Section 5.1 and administered as provided in Section 5.6.

“Additional Interest Reserve Requirement” means an amount equal to 5.5% of the principal amount of the Outstanding Improvement Area #3 Bonds, or such amount specified in a Supplemental Indenture, which may be funded from bond proceeds and revenues received from the payment of Assessments, deposited to the Pledged Revenue Fund.

“Additional Obligations” means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary note or time warrant secured in whole or in part by an assessment, other than the Assessments securing the Improvement Area #3 Bonds, levied against property within the District in accordance with the PID Act.

“Administrative Fund” means that Fund established by Section 5.1 and administered pursuant to Section 5.10.

“Administrator” means the City or third-party designee of the City who is not an officer or employee thereof, who shall have the responsibilities provided in the Service and Assessment Plan,

this Master Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

“Amended and Restated Service and Assessment Plan” means the 2021 Amended and Restated Service and Assessment Plan, as such service and assessment plan is annually amended and restated, or otherwise updated, amended, or revised from time to time.

“Annual Collection Costs” mean the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming the Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2021 Amended and Restated Service and Assessment Plan and the PID Act with respect to the issuance and sale of the Bonds, including continuing disclosure requirements; and (8) the Paying Agent/Registrar and Trustee in connection with the Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Debt Service” means, for each Bond Year, the sum of (i) the interest due on the Outstanding Improvement Area #3 Bonds in such Bond Year, assuming that the Outstanding Improvement Area #3 Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Improvement Area #3 Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

“Annual Installment” means, collectively, with respect to each Assessed Property, each annual payment of (i) the Assessments as shown on the Assessment Roll attached to the Amended and Restated Service and Assessment Plan and related to the Improvement Area #3 Bonds and the Improvement Area #3 Projects, including (i) principal; (ii) interest; (iii) Annual Collection Costs; and (iv) Additional Interest collected pursuant to Section V of the Service and Assessment Plan and deposited to the Additional Interest Reserve Account as described in Section 6.8.

“Annual Service Plan Update” means the annual review and update of the Amended and Restated Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

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

“Assessed Property” means all property within Improvement Area #3 of the District and shown in the Assessment Roll against which an Assessment relating to the Improvement Area #3 Projects is levied in accordance with the Service and Assessment Plan.

“Assessment” means an Assessment levied against a Parcel within Improvement Area #3 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the

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 Ordinance No. 1169 adopted by the City Council on October 19, 2021, that levied the Assessments on the Assessed Property.

“Assessment Roll” means the Improvement Area #3 Assessment Roll attached to the Amended and Restated Service and Assessment Plan as updated, modified or amended from time to time in accordance with procedures set forth in the Amended and Restated Service and Assessment Plan and in the PID Act (including updates prepared in connection with the issuance of a series of Improvement Area #3 Bonds or in connection with any Annual Service Plan Update), showing the total amount of the Assessment against each Assessed Property.

“Authorized Improvements” means the improvements authorized by the PID Act that (1) will benefit all property assessed within the District, as set forth in the Service and Assessment Plan, (2) are defined as “Authorized Improvements” in the Service and Assessment Plan, and (3) are more particularly described in Section III of the Service and Assessment Plan.

“Authorized Officer” means (i) the City Manager of the City, (ii) an Assistant City Manager of the City designated by the City Manager of the City for such purpose, or (iii) the Director of Finance of the City.

“Bond Counsel” means Bickerstaff Heath Delgado Acosta LLP or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Fund” means the Fund established pursuant to Section 5.1 and administered as provided in Section 5.2.

Bond Ordinance” means Ordinance No. 1170 adopted by the City Council on October 19, 2021, authorizing the Master Indenture and the First Supplemental Indenture and the issuances of the Bonds.

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

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

“Capitalized Interest Account” means the Account within the Bond Fund established pursuant to Section 5.1.

“Certificate for Payment” means a certificate substantially in the form attached to a Supplemental Indenture as Exhibit B, approved by the Developer and the City Representative executed by a Person approved by the City Representative, delivered to the City Representative and the Trustee specifying the amount of work performed with respect to the Improvement Area

#3 Projects and the Actual Costs thereof, and requesting payment for such costs from money on deposit in the Project Fund as further described in Section 5.3.

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

“City Representative” means any official or agent of the City authorized by the City Council to undertake the action referenced herein. As of the date hereof, the Director of Finance, the City Manager, and/or designees are the authorized City Representatives.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Closing Disbursement Request” means a certificate substantially in the form of Exhibit C attached to a Supplemental Indenture, approved by the Developer and the City Representative, delivered to the Trustee specifying the amounts to be paid on the Closing Date for the costs of establishing the District, as further described in Section 5.4.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Costs of Issuance Account” means the Account within the Project Fund established pursuant to Section 5.1.

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

“Delinquent Collection Costs” means the costs related to the foreclosure on an Assessed Property and the costs of collection of a delinquent Assessment, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing Delinquent Penalties and Interest.

“Delinquent Penalties and Interest” means any delinquent interest and delinquent penalty interest collected on a delinquent Assessment.

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

“Developer” means HM 6 Creeks Development, Inc.

“Development Agreement” means the Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement, between the City and Blanco River Ranch Properties, LP, a Texas limited partnership, relating to the Bonds, effective as of May 16, 2017,

and assigned by Blanco River Ranch Properties LP to the Original Landowners on September 20, 2017, and as amended by the First Amendment to the Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement effective on October 6, 2020, and as partially assigned with respect to the land within Improvement Area #3 to the Developer, effective as of September 23, 2020, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds and the payment of costs of Authorized Improvements within the District, the issuance of bonds, the reimbursement of costs to the Developer from the proceeds of the Bonds for funds advanced by the Developer and used to pay costs of Authorized Improvements and other matters related thereto.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean 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.

“Financing Agreement” means the “*Blanco River Ranch Public Improvement District Financing Agreement*” between the City and the Original Landowners, dated as of July 18, 2017, which provides, in part, for the deposit of proceeds from the issuance and sale of the Improvement Area #1 Initial Bonds and the payment of Actual Costs of Authorized Improvements within the District, the issuance of bonds, the reimbursement of Actual Costs to the Original Landowners from the proceeds of the Improvement Area #1 Initial Bonds and any Additional Obligations for funds advanced by the Original Landowners and used to pay Actual Costs of Authorized Improvements in Improvement Area #1 and other matters related thereto, and as amended by the First Amendment to the 6 Creeks Public Improvement District Financing Agreement, effective on April 16, 2019, and as partially assigned with respect to the land within Improvement Area #3 to the Developer, effective as of September 23, 2020, as such agreement may be further amended from time to time.

“First Supplemental Indenture” means the First Supplemental Indenture of Trust entered into between the City and the Trustee, dated as of October 15, 2021, and relating to the issuance of the initial series of Improvement Area #3 Bonds.

“Foreclosure Proceeds” means the proceeds, including Delinquent Penalties and 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” means any of the funds established pursuant to Section 5.1.

“Improvement Account” means the Account within the Project Fund established pursuant to Section 5.1.

“Improvement Area” means specifically defined and designated areas within the District that are developed in phases, including Improvement Area #1, Improvement Area #2, and Improvement Area #3 and any area within a future improvement area that may be specifically defined and designated as a phase of development.

“Improvement Area #1 Initial Bonds” means those certain “City of Kyle, Texas Special Assessment Revenue Bonds, Series 2019 (6 Creeks Public Improvement District Improvement Area #1 Project),” that are secured by assessments levied in Improvement Area #1 of the District.

“Improvement Area #3” means the property to be developed within the District identified as “Improvement Area #3” and as described in the Amended and Restated Service and Assessment Plan and as generally depicted in the Amended and Restated Service and Assessment Plan.

“Improvement Area #3 Bonds” means all parity bonds or obligations issued by the City pursuant to this Master Indenture payable from and secured in whole or in part by the Assessments, including any bonds issued to refund Improvement Area #3 Bonds, issued under the pursuant to this Master Indenture and a Supplemental Indenture.

“Improvement Area #3 Improvements” means the Authorized Improvements that only benefit Improvement Area #3.

“Improvement Area #3 Landowners” means HM 6 Creeks Development, Inc. and Taylor Morrison of Texas, Inc., and their respective successors and assigns.

“Improvement Area #3 Projects” means (1) Improvement Area #3 Improvements and (2) Improvement Area #3’s allocable share of the Major Improvements, and both of which are being financed by the issuance of Improvement Area #3 Bonds.

“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; (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 Bond” means the Initial Bond as set forth in a Supplemental Indenture.

“Investment Securities” means those authorized investments described in the City’s official investment policy as approved by the City Council from time to time, and eligible for the investment of public funds by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

“Major Improvements” mean the Authorized Improvements that benefit more than one Improvement Area in the District.

“Master Indenture” means this Master Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

“Maximum Annual Debt Service” means the largest Annual Debt Service for any Improvement Area #3 Bond Year after the calculation is made through the final maturity date of any Outstanding Improvement Area #3 Bonds.

“Original Landowners” means HMBRR Development, Inc., HMBRR, LP, and HMBRR, LP #2.

“Outstanding” means, as of any particular date when used with reference to Improvement Area #3 Bonds, all Improvement Area #3 Bonds authenticated and delivered under this Master Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Improvement Area #3 Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article 4, and (iii) any Improvement Area #3 Bond in lieu of or in substitution for which a new Improvement Area #3 Bond shall have been authenticated and delivered pursuant to Section 3.10.

“Owner” means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book entry only form and held by DTC as securities depository in accordance with Section 3.11.

“Paying Agent/Registrar” means initially the Trustee, or any successor thereto as provided in this Master 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, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

“Pledged Funds and Accounts” means the following funds and the accounts therein: 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 5.1 and administered pursuant to Section 5.2.

“Pledged Revenues” means the sum of (i) Annual Installments (excluding the portion of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs), (ii) the moneys held in any of the Pledged Funds and Accounts, and (iii) any additional revenues that the City may pledge to the payment of Improvement Area #3 Bonds.

“Prepayment” means the payment of all or a portion of an Assessment before the due date thereof.

“Principal and Interest Account” means the Account within the Bond Fund established pursuant to Section 5.1.

“Project Fund” means that fund established pursuant to Section 5.1 and administered pursuant to Section 5.3.

“Purchaser” means the initial purchaser of the Bonds.

“Quarter in Interest” means as of any particular date of calculation the Owners of no less than twenty-five percent (25%) of the principal amount of the then Outstanding Improvement Area #3 Bonds. In the event that two or more groups of Owners satisfy the percentage requirement set forth in the immediately preceding sentence and act (or direct the Trustee in writing to act) in a conflicting manner, only the group of Owners with the greatest percentage of Outstanding Improvement Area #3 Bonds (as measured in accordance with the immediately preceding sentence) shall, to the extent of such conflict, be deemed to satisfy such requirement.

“Rebate Fund” means that fund established pursuant to Section 5.1 and administered pursuant to Section 5.7.

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

“Redemption Fund” means that Fund established in Section 5.1 and administered pursuant to Section 5.4 of this Master Indenture.

“Redemption Price” has the meaning set forth in the First Supplemental Indenture.

“Register” means the register specified in Article 3.

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Reimbursement Agreement” means that agreement between the City and the Developer, dated October 19, 2021, relating to the reimbursement of Actual Costs of Improvement Area #3 Improvements from Assessments.

“Reimbursement Obligation” means an amount not to exceed \$6,440,000, secured on a subordinate basis to the Improvement Area #3 Bonds, by the Assessments levied against Assessed Properties to be paid to the Developer to reimburse the Developer for advancing Actual Costs of the Improvement Area #3 Projects, pursuant to the Reimbursement Agreement.

“Reserve Account” means the Account within the Reserve Fund established pursuant to Section 5.1 and administered as provided in Section 5.5.

“Reserve Account Requirement” means, unless such requirement is otherwise specified in a Supplemental Indenture, the least of: (i) Maximum Annual Debt Service on the Improvement Area #3 Bonds as of the date of issuance of each series of Improvement Area #3 Bonds, (ii) 125% of average Annual Debt Service on the Improvement Area #3 Bonds as of the date of issuance, or (iii) 10% of the stated principal amount of the Improvement Area #3 Bonds as of the date of issuance; provided, however that subsequent to the date of issuance of each series of Improvement Area #3 Bonds, such Reserve Account Requirement shall be recalculated for compliance with the above upon (a) any transfers made pursuant to Section 5.6(c), (b) a mandatory sinking fund redemption pursuant to the terms of a Supplemental Indenture, (c) an optional redemption pursuant to the terms of a Supplemental Indenture or (d) an extraordinary optional redemption pursuant to the terms of a Supplemental Indenture. The amount of the Reserve Account Requirement for each

series of Improvement Area #3 Bonds shall be set forth in the Reserve Account of the Reserve Fund in the applicable Supplemental Indenture.

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

“Stated Maturity” means the date the Improvement Area #3 Bonds, or any portion of the Improvement Area #3 Bonds, 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 the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Master Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

“Tax Certificate” means the Federal Tax Certificate delivered by the City on the Closing Date for the Improvement Area #3 Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date relating to the tax-exempt status of the Improvement Area #3 Bonds.

“Trustee” means BOKF, NA, Houston, Texas, a national banking association, and its successors, duly organized and validly existing under the laws of the United States of America, solely in its capacity as Trustee hereunder, and any other corporation or association that may at any time be substituted in its place, as provided in Article 8, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

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

Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Master 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 Master 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 Master 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 Master Indenture unless the context shall require otherwise.

(d) This Master 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 Master Indenture.

ARTICLE 2

AUTHORIZATION

Section 2.1. Authorization of Improvement Area #3 Bonds.

(a) There are hereby authorized to be issued and secured hereunder from time to time, pursuant to one or more Supplemental Indentures, in one more or more series or subseries, Improvement Area #3 Bonds for the purpose of (i) paying a portion of the Actual Costs of Improvement Area #3 Projects, (ii) paying capitalized interest on the Improvement Area #3 Bonds as set forth in a Supplemental Indenture, (iii) funding the Reserve Account of the Reserve Fund, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying the costs of issuance of the Bonds. The Improvement Area #3 Bonds shall be issued for the purposes above or for such other purposes described in the Supplemental Indentures pursuant to which Improvement Area #3 Bonds are issued. No Improvement Area #3 Bonds shall be issued under this Master Indenture unless they are part of an issue described in a Supplemental Indenture and until the conditions contained in Section 2.2 have been satisfied.

(b) The terms and provisions of each series of Improvement Area #3 Bonds shall be set forth in a Supplemental Indenture authorizing the issuance of such series of Improvement Area #3 Bonds. Improvement Area #3 Bonds issued hereunder may be payable from and secured by a first and senior lien on the Pledged Revenues and Pledged Funds and Accounts in the Trust Estate, as prescribed in the Supplemental Indenture authorizing the issuance thereof.

Section 2.2. Conditions Precedent to Issuance of Improvement Area #3 Bonds.

(a) Each series of Improvement Area #3 Bonds shall be issued and delivered only upon delivery to the Trustee of the following:

(i) Certified copy of a Supplemental Indenture authorizing the issuance thereof and specifying the terms and provisions of such Improvement Area #3 Bonds as required by this Master Indenture;

(ii) A City Certificate stating that (i) all conditions precedent to the issuance of the Improvement Area #3 Bonds specified in this Master Indenture and in any

Supplemental Indenture have been satisfied, and (ii) the City is not in default in any covenant, representation, warranty or provisions of this Master Indenture or of any Supplemental Indenture unless such default will be cured by the issuance of the proposed Improvement Area #3 Bonds; and

(iii) A City Certificate executed by an Authorized Officer of the City directing the application of the proceeds of the Improvement Area #3 Bonds.

(b) No Improvement Area #3 Bonds shall be issued pursuant to a Supplemental Indenture unless the value to lien ratio of the Improvement Area #3 Assessments to the value of the Improvement Area #3 Assessed Property for each series of Improvement Area #3 Bonds equals at least 3:1, unless this requirement is expressly waived by action of the City Council.

Section 2.3. Other Encumbrances Prohibited.

Except for the pledge of the Pledged Revenues and Pledged Funds and Accounts in the Trust Estate to the payment of the Improvement Area #3 Bonds, the Pledged Revenues and Pledged Funds and Accounts in the Trust Estate shall not be pledged or encumbered to or for the payment of any other obligation or liability of the City.

ARTICLE 3

PURPOSES, PLEDGE AND SECURITY

Section 3.1. Purposes of Master Indenture, Contract with Owners.

(a) The purposes of this Master Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the issuance, execution and delivery of, the Improvement Area #3 Bonds and to prescribe the general rights of the Owners, the City and the Trustee in relation thereto.

(b) In consideration of the purchase and acceptance of any or all of the Improvement Area #3 Bonds by those who shall purchase and hold the same from time to time, the provisions of this Master Indenture shall be a part of the contract of the City with the Owners and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

Section 3.2. Confirmation of Assessments.

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Assessments against the respective Assessed Property from which the Pledged Revenues will be collected and received.

Section 3.3. Collection and Enforcement of Assessments.

(a) For so long as any Improvement Area #3 Bonds are Outstanding and amounts are due the Developer to reimburse it for its funds it has contributed to pay costs of the Improvement Area #3 Projects, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof

enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

(b) 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 Assessment or the corresponding Assessed Property.

Section 3.4. Against Encumbrances.

(a) Other than Improvement Area #3 Bonds issued pursuant to the term of this Master Indenture, 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 this Master Indenture, except the pledge created for the security of the Improvement Area #3 Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Improvement Area #3 Bonds.

(b) So long as Improvement Area #3 Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness, other than Improvement Area #3 Bonds authorized as set forth herein, and bonds issued to refund all or a portion of the Improvement Area #3 Bonds, secured by any pledge of or other lien or charge on the Trust Estate pledged under this Master Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Improvement Area #3 Bonds.

Section 3.5. Pledge and Security; Assignment to Trustee.

(a) The City hereby irrevocably pledges to the payment of Improvement Area #3 Bonds, (i) the Pledged Revenues in the Trust Estate and (ii) the Pledged Funds and Accounts in the Trust Estate, such pledge being specifically made to (A) the payment of Annual Debt Service on all Improvement Area #3 Bonds, which are or may be Outstanding from time to time, and (B) the establishment and maintenance of any other special trust funds or accounts which are ordered to be created by a Supplemental Indenture, at the times and for the periods and purposes provided in a Supplemental Indenture or in this Master Indenture.

(b) The provisions, covenants, pledge and lien on and against the Pledged Revenues and Pledged Funds and Accounts on the basis, and in the manner as herein set forth, are established and shall be for the equal benefit, protection and security of the Owners of Improvement Area #3 Bonds, but solely as their rights and interests may appear according to the lien thereon, and to the Persons to whom Annual Collection Costs are owed, due and payable, without distinction as to priority and rights under this Master Indenture.

(c) The Improvement Area #3 Bonds, including interest payable thereon, and all Annual Collection Costs shall constitute limited and special obligations of the City, payable solely

from, and secured solely by a pledge of and lien on, the Pledged Revenues and Pledged Funds and Accounts and not from any other revenues, properties or income of the City. It is provided, however, that the City, in a Supplemental Indenture, may set aside revenues or money of the City that do not constitute Pledged Revenues additional security for and in favor of less than all of the Improvement Area #3 Bonds that are Outstanding from time to time under this Master Indenture. Improvement Area #3 Bonds and Annual Collection Costs shall not constitute debts or obligations of the State or of the City, except to the extent provided in this Master Indenture or a Supplemental Indenture, and the Owners and Persons to whom Annual Collection Costs are owed shall never have the right to demand payment out of any funds raised or to be raised by any system of ad valorem taxation.

(d) For the purpose of further supporting the pledge and lien herein created, the City hereby GRANTS, CONVEYS, PLEDGES, TRANSFERS, SETS OVER and ASSIGNS to the Trustee all of the Pledged Revenues and Pledged Funds and Accounts, in trust for the benefit of the Owners as their rights and interests may appear. It is provided, however, that the Pledged Revenues and Pledged Funds and Accounts shall be received, deposited, held, used and applied strictly in accordance with and subject to the terms and provisions of this Master Indenture and all Supplemental Indentures.

(e) The City hereby irrevocably appoints the Trustee as its lawful agent and attorney-in-fact, for the purpose of performing those duties which consist of receiving the Pledged Revenues. The power of attorney herein conferred and the agency herein created is granted for valuable consideration and is irrevocable for so long as all or any part of the Improvement Area #3 Bonds remain Outstanding or Annual Collection Costs remain unpaid. In addition, it is intended that the power of attorney herein conferred be coupled with an interest, and in furtherance thereof the City and the Trustee confirm their specific, present and co-existing interest in the Pledged Revenues and Pledged Funds and Accounts.

Section 3.6. Security Agreement.

(a) This Master Indenture, certified and delivered to and accepted by the Trustee, is and shall continuously be and constitute a security agreement establishing a first lien and security interest in the Pledged Revenues and Pledged Funds and Accounts pursuant to Applicable Law, with the Trustee as the secured party. The grants, assignments, lien, pledge and security interest of the Trustee created herein on and against the Pledged Revenues and Pledged Funds and Accounts, shall become effective immediately upon and from the time of payment for and delivery of each series of Improvement Area #3 Bonds and the same shall be continuously effective for so long as any Improvement Area #3 Bonds are Outstanding or Annual Collection Costs are unpaid.

(b) Such grants, assignments, lien, pledge and security interest shall be fully effective as to Pledged Revenues and Pledged Funds and Accounts on hand, and all Pledged Revenues shall be subject thereto on and as of the day or date on which they are owed to or collected by any party for the account of the City.

(c) The City shall keep a full and complete copy of this Master Indenture, of each Supplemental Indenture, and their authorizing proceedings at all times among the permanent records of the City. Such records shall be open for inspection to any member of the general public

and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the City, at all times during regular business hours.

(d) The provisions required by subsections (a), (b) and (c) of this Section are included, provided, required and made herein pursuant to the requirements of, and with the effect stated in, Chapters 1201 and 1208, Texas Government Code, as amended. Should any other Applicable Law, in the opinion of counsel to the City, ever require filings additional to the filing required by subsection (c) of this Section in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest created herein as to all Improvement Area #3 Bonds, then the City shall diligently and regularly make such filings to the extent required by law to accomplish such result.

Section 3.7. Security for the Bonds.

The Improvement Area #3 Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Pledged Revenues shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Pledged Revenues, the filing of this Master Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Improvement Area #3 Bonds and the pledge of the Pledged Revenues granted by the City under this Master Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Improvement Area #3 Bonds are Outstanding such that the pledge of the Pledged Revenues granted by the City under this Master Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, 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 Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 3.8. Limited Obligations.

The Improvement Area #3 Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds and Accounts; and the Improvement Area #3 Bonds and any other obligations incurred by the City under the terms of this Master Indenture or a Supplemental Indenture 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 3.9. Authorization for Master Indenture.

The terms and provisions of this Master Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by the Bond Ordinance. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Master Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Master Indenture and that each and every covenant or agreement herein contained and made is

necessary, useful or convenient in order to better secure the Improvement Area #3 Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 3.10. Contract with Owners and Trustee.

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

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

ARTICLE 4

TERMS, PROVISIONS AND AUTHENTICATION OF IMPROVEMENT AREA #3 BONDS

Section 4.1. Form and Denominations.

Subject to the provisions of any Supplemental Indenture, Improvement Area #3 Bonds may be issued and executed in any form and manner permitted by Applicable Law and this Master Indenture. The form of the Improvement Area #3 Bonds shall be substantially in the form set forth in or provided for in a Supplemental Indenture.

Section 4.2. Title, Legends.

Each Improvement Area #3 Bond shall be entitled as specified in a Supplemental Indenture and may, in addition, contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Master Indenture or any Supplemental Indenture as may be necessary or desirable to comply with Applicable Law or custom or otherwise as may be determined by the City Council prior to the delivery thereof. All Improvement Area #3 Bonds of a series or subseries shall bear such further designation or designations, added to or incorporated in their title, as may be necessary to distinguish them from the Improvement Area #3 Bonds of every other series or subseries. Improvement Area #3 Bonds shall be lettered or otherwise differentiated so as to distinguish each series or subseries.

Section 4.3. Medium of Payment.

The Annual Debt Service on the Improvement Area #3 Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment, is legal tender for the payment of public and private debts.

Section 4.4. Improvement Area #3 Bonds Terms.

Subject to the provisions hereof, Improvement Area #3 Bonds shall be dated, shall mature and be payable on such dates and in such years and amounts, shall bear interest at the rate or rates and in the manner, and shall be subject to redemption on such terms and conditions as is specified in the Supplemental Indenture authorizing their issuance.

Section 4.5. Appointment of Initial Paying Agent/Registrar.

(a) The Trustee is hereby appointed as the initial Paying Agent/Registrar for the Improvement Area #3 Bonds. The City may appoint a different Paying Agent/Registrar with respect to one or more series of Improvement Area #3 Bonds. At all times while any Improvement Area #3 Bonds are Outstanding, the City will maintain a Paying Agent/Registrar with respect to each series of Improvement Area #3 Bonds that is qualified under this Master Indenture. If the Trustee is not the Paying Agent/Registrar with respect to a series of Improvement Area #3 Bonds, the City Representative is hereby authorized and directed to execute a Paying Agent/Registrar Agreement with each Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar.

(b) Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas or the United States, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Improvement Area #3 Bonds.

(c) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Improvement Area #3 Bonds.

(d) The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Improvement Area #3 Bonds.

(e) Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

(f) By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Master Indenture and the Supplemental Indentures pursuant to which the Improvement Area #3 Bonds are issued and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

(g) If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other

pertinent books and records relating to the Improvement Area #3 Bonds to the successor Paying Agent/Registrar.

Section 4.6. Owner of the Improvement Area #3 Bonds.

The City and each Paying Agent/Registrar may deem and treat the person in whose name any Improvement Area #3 Bonds are registered as the absolute owner of such Improvement Area #3 Bond, whether such Improvement Area #3 Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal, and Redemption Price, if any, of, and interest on, such Improvement Area #3 Bond and for all other purposes, and all payments made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such obligation to the extent of the sum or sums so paid, and neither the City, nor any Paying Agent/Registrar shall be affected by a notice to the contrary.

Section 4.7. Execution and Authentication of Improvement Area #3 Bonds.

(a) Each Improvement Area #3 Bond shall be executed in the name of the City by the manual or facsimile signature of the Mayor of the City and the City's official seal shall be affixed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the City Secretary of the City.

(b) In case any officer who has executed any of the Improvement Area #3 Bonds ceases to be such officer before the Improvement Area #3 Bonds so signed or attested have been authenticated and delivered, such Improvement Area #3 Bonds may nevertheless be authenticated and delivered as if the person who so signed or attested such Improvement Area #3 Bonds had not ceased to be such officer. Any Improvement Area #3 Bond may be signed or attested on behalf of the City by any person who, on the date of such act, holds the proper office, notwithstanding that at the date of such Improvement Area #3 Bond such person may not have held such office.

(c) Improvement Area #3 Bonds shall be authenticated in the manner specified in the Supplemental Indenture authorizing the issuance thereof.

Section 4.8. Improvement Area #3 Bonds in Certificated or Book-Entry-Only Form.

The Improvement Area #3 Bonds shall be issued in fully registered form, and may be issued in Book-Entry-Only form or certificated form, as specified in the Supplemental Indenture authorizing the issuance thereof.

ARTICLE 5

FUNDS AND ACCOUNTS

Section 5.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Master Indenture:

- (1) Pledged Revenue Fund;

- (2) Bond Fund;
- (3) Project Fund;
- (4) Reserve Fund;
- (5) Redemption Fund;
- (6) Rebate Fund;
- (7) Improvement Area #3 Reimbursement Fund; and
- (8) Administrative Fund

(b) Creation of Accounts.

(1) The following Accounts are hereby created and established within the Bond Fund:

- (A) Capitalized Interest Account; and
- (B) Principal and Interest Account

(2) The following Accounts are hereby created and established within the Project Fund:

- (A) Improvement Account; and
- (B) Costs of Issuance Account.

(3) The following Accounts are hereby created and established within the Reserve Fund:

- (A) Reserve Account; and
- (B) Additional Interest Reserve Account.

(c) Each Fund and Account created within such Fund shall be only established as needed and maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds and Accounts 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 Improvement Area #3 Bonds. 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 Master Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified in Section 5.12.

Section 5.2. Pledged Revenue Fund.

(a) On or before February 15th provided that Pledged Revenues have been received by the City, or if not, then as soon available, of each year while the Improvement Area #3 Bonds are Outstanding, beginning February 15, 2023, the City shall deposit or cause to be deposited the Pledged Revenues (which excludes, for the avoidance of doubt that portion of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, which shall be deposited pursuant to Section 5.8) into the Pledged Revenue Fund which deposit shall be directed by the City to the Trustee pursuant to a City Certificate. Specifically, except as set forth in Section 5.2(d) the Pledged Revenues shall be deposited to the Pledged Revenue Fund to be used in the following order of priority:

(1) first, unless otherwise directed by a Supplemental Indenture, to be retained in the Pledged Revenue Fund amounts sufficient to pay Annual Debt Service on the Improvement Area #3 Bonds coming due in the current Bond Year, as described in Section 5.3(b);

(2) second, unless otherwise directed by a Supplemental Indenture, to the Reserve Account in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement as described in Section 5.6.

(3) third, unless otherwise directed by a Supplemental Indenture, amounts representing Additional Interest to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest Reserve Requirement;

(4) fourth, to the Improvement Area #3 Reimbursement Fund in amounts and for the time period set forth in the Amended and Restated Service and Assessment Plan and for the annual reimbursement of Actual Costs of Improvement Area #3 Projects pursuant to the Reimbursement Agreement as set forth in the Amended and Restated Service and Assessment Plan; and

(5) fifth, unless otherwise directed by a Supplemental Indenture, in accordance with the written direction of the City, to pay other costs permitted by the PID Act.

Notwithstanding the foregoing, if any funds remain on deposit in the Pledged Revenue Fund after the transfers required by clauses (1) through (4) above are made, the City shall have the option, in its sole and absolute discretion, to transfer such excess funds into the Redemption Fund to redeem Improvement Area #3 Bonds as provided in Article 4. The City or the Administrator on behalf of the City shall direct the Trustee in writing with respect to the portions of the Pledged Revenues to be deposited pursuant to Section 5.3(d) as Additional Interest, Prepayments or Foreclosure Proceeds.

(b) From time to time as needed to pay the obligations relating to the Improvement Area #3 Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account to be deposited pursuant to Section 5.3(d), 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 Improvement Area #3 Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 5.7, 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 Improvement Area #3 Bonds, in the same manner as described in Section 9.4(a).

(d) Notwithstanding Section 5.2(a) above:

(1) the Trustee shall deposit Additional Interest to the Pledged Revenue Fund and shall transfer all or a portion of such Additional Interest to the Additional Interest Reserve Account as set forth in 5.2(a) and as otherwise directed by Section 5.7; and

(2) the Trustee shall deposit within two (2) business days Prepayments to the Pledged Revenue Fund and after such deposit shall transfer such Prepayments to the Redemption Fund;

(3) the Trustee shall deposit within two (2) business days Foreclosure Proceeds to the Pledged Revenue Fund and after such deposit shall transfer Foreclosure Proceeds as directed in a City Certificate (i) first to restore any transfers from the Reserve Account of the Reserve Fund made with respect to the Assessed Property to which the Foreclosure Proceeds relate (up to the Reserve Account Requirement) and (ii) second, to restore any transfers from the Additional Interest Reserve Account made with respect to the Assessed Property to which the Foreclosure Proceeds relate, (up to the Additional Interest Reserve Requirement), and (iii) third, to the Redemption Fund. Notwithstanding the foregoing, any portion of Foreclosure Proceeds that are attributable to Annual Collection Costs (as identified to the Trustee in writing) shall be deposited to the Administrative Fund, and any portion of Foreclosure Proceeds attributable to Delinquent Penalties and Interest (as identified to the Trustee in writing) shall be deposited to the Additional Interest Reserve Account of the Reserve Fund until the Additional Interest Reserve Requirement is met and then to the Administrative Fund.

(e) After satisfaction of the requirements to (i) provide for the payment of the principal and interest on the Improvement Area #3 Bonds and (ii) to fund any deficiency that may exist in the Reserve Fund (including the funding of the Additional Interest Reserve Account), the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid, including the payment of any amount owed pursuant to the Reimbursement Agreement, as set forth in a Supplemental Indenture.

(f) Assessments representing Delinquent Penalties and Interest (as identified to the Trustee in writing) shall be deposited first to the Additional Interest Reserve Account of the Reserve Fund up to the Additional Interest Reserve Requirement until the Additional Interest Reserve Account Reserve Requirement is met and then to the Administrative Fund.

(g) Any Assessments remaining after satisfying the foregoing payments may be used for any lawful purpose for which Assessments may be used under the PID Act and such payments shall be applied in accordance with written direction from a City Representative to the Trustee.

Section 5.3. Bond Fund.

(a) No later than 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 Improvement Area #3 Bonds.

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

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds. Not later than five (5) Business Days before each date identified above, the Trustee shall withdraw funds from the Capitalized Interest Account and transfer to the Principal and Interest Account the amount set forth in a Supplemental Indenture.

(d) Any amounts on deposit to the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed in the applicable Supplemental Indenture shall be transferred, at the direction of the City, to the Improvement Account of the Project Fund or to the Redemption Fund to be used to redeem Improvement Area #3 Bonds, and the Capitalized Interest Account shall be closed.

Section 5.4. Project Fund.

(a) Money on deposit in the Improvement Account and Costs of Issuance Account of the Project Fund shall be used for the purposes specified in Section 2.1.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Improvement Area #3 Bonds pursuant to one or more City Certificates or pursuant to a closing memo prepared by the City's financial advisor at closing of each series of Improvement Area #3 Bonds. Moneys disbursed to the Developer at closing to pay for the costs of creating the District shall be paid pursuant to a Closing Disbursement Request. Any funds in the Costs of Issuance Account not needed to pay costs of issuance shall be transferred to (i) the Improvement Account of the Project Fund and used to pay Actual Costs of the Improvement Area #3 Projects or (ii) to the Principal and Interest Account of the Bond Fund and used to pay interest on the Improvement Area #3 Bonds, as directed by the City.

(c) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Improvement Account are not expected to be expended for purposes thereof due to the abandonment, or constructive abandonment, of the Improvement Area #3 Projects, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement

Account will ever be expended for the purposes thereof, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Account that are not expected to be used for purposes thereof. If such City Certificate is so filed, the amounts identified on the City Certificate currently on deposit in the Improvement Account shall be transferred to the Redemption Fund to redeem Improvement Area #3 Bonds on the earliest practicable date after notice of redemption has been provided in accordance with this Master Indenture and the Improvement Account shall be closed.

(d) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(e) Upon the filing of a City Certificate stating that all Improvement Area #3 Projects have been completed and that all Actual Costs have been paid, or that any such costs are not required to be paid from the Improvement Account pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining within the Improvement Account to the Principal and Interest Account or to the Redemption Fund as directed by the City Representative in a City Certificate filed with the Trustee, and shall close the Improvement Account of the Project Fund.

(f) 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 as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed. If such City Certificate is so filed, the amounts on deposit in the Costs of Issuance Account shall be transferred, as directed by the City, to (i) the Improvement Account of the Project Fund and used to pay Actual Costs of the Improvement Area #3 Projects or (ii) to the Principal and Interest Account of the Bond Fund and used to pay interest on the Improvement Area #3 Bonds.

Section 5.5. Redemption Fund.

(a) Subject to adequate amounts on deposit in the Pledged Revenue Fund, amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds pursuant to redemption provisions as provided a Supplemental Indenture.

(b) The Trustee shall cause to be deposited to the Redemption Fund from Prepayments and Foreclosure Proceeds received by the Trustee, an amount sufficient to redeem Improvement Area #3 Bonds as provided in a Supplemental Indenture. If after such transfer, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Improvement Area #3 Bonds to be redeemed as a result of such Prepayment, the Trustee shall, to the extent sufficient funds are available in the Additional Interest Reserve Account, transfer an amount equal to the shortfall from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Improvement Area #3 Bonds.

(c) The Trustee shall, to the extent sufficient funds are available from the Pledged Revenues received by the Trustee and not otherwise disbursed in accordance with the provisions of this Master Indenture, cause to be deposited to the Redemption Fund from Pledged Revenues

and pursuant to any transfers made pursuant to Section 5.5, an amount sufficient to redeem Improvement Area #3 Bonds as provided in a Supplemental Indenture at the direction of the City.

Section 5.6. Reserve Account.

(a) The City agrees with the Owners of the Improvement Area #3 Bonds to accumulate, and when accumulated, maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. Subject to subsection (c) below, all amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund in the event of any deficiency in such Principal and Interest Account on any Interest Payment Date or any date on which principal of the Bonds is due.

(b) Whenever a transfer is made from the Reserve Account to the Principal and Interest Account of the Bond Fund due to a deficiency in the Principal and Interest Account, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn.

(c) Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative and the Administrator of the amount of the excess. Upon receipt of a City Certificate, the Trustee shall transfer such excess to (i) the Principal and Interest Account, (ii) the Redemption Fund, or (iii) the Administrative Fund (in compliance with Section 5.12(d)), as set forth in the City Certificate. The excess amounts transferred from the Reserve Account to the Administrative Fund will be presumed to have been transferred, first, from sources other than Improvement Area #3 Bond proceeds (including investment earnings on such proceeds) and, second, from amounts that are Improvement Area #3 Bond proceeds (including investment earnings on such proceeds).

(d) At the final maturity of the Improvement Area #3 Bonds, the amount on deposit in the Reserve Account shall be transferred to the Principal and Interest Account or the Redemption Fund, as applicable, and applied to the payment of the principal of the Improvement Area #3 Bonds.

(e) 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, in accordance with Section 5.2, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

(f) At the final maturity of the Improvement Area #3 Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Improvement Area #3 Bonds.

(g) If the amount held in the Reserve Account, together with the amounts held in the Pledged Revenue Fund, Principal and Interest Account of the Bond Fund and the Redemption Fund, is sufficient to pay the principal amount of all Outstanding Improvement Area #3 Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Improvement

Area #3 Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Improvement Area #3 Bonds as of such Interest Payment Date.

(h) Whenever Improvement Area #3 Bonds are to be redeemed with the proceeds of Prepayments, a proportionate amount in the Reserve Account shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Improvement Area #3 Bonds as detailed in a City Certificate. The amount so transferred from the Reserve Account shall be equal to an amount representing the difference between (i) the lesser of (A) the Reserve Account Requirement prior to redemption and (B) the amount actually on deposit in the Reserve Account prior to redemption, and (ii) the Reserve Account Requirement after such redemption; provided, however, no such transfer from the Reserve Account shall cause the amount on deposit therein to be less than the Reserve Account Requirement to be in effect after such redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest on the Improvement Area #3 Bonds, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Improvement Area #3 Bonds to be redeemed as a result of such Prepayment, the Trustee shall, to the extent sufficient funds are available in the Additional Interest Reserve Account, transfer an amount equal to the shortfall from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Improvement Area #3 Bonds.

Section 5.7. Additional Interest Reserve Account.

(a) In addition to the initial deposit to the Additional Interest Reserve Account of the Reserve Fund as set forth in a Supplemental Indenture, Additional Interest shall be deposited to the Additional Interest Reserve Account of the Reserve Fund pursuant to Section 5.1 until such time that the amount on deposit in the Additional Interest Reserve Account is at least equal to the Additional Interest Reserve Requirement. Whenever, at the written request of the City Representative, on any Interest Payment Date or on any other date, the amount in the Additional Interest Reserve Account exceeds the Additional Interest Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess. The City shall direct the Trustee in writing to transfer the amounts of such excess in the Additional Interest Reserve Account to (i) the Reserve Account to restore any deficiency in the Reserve Account up to the Reserve Account Requirement, (ii) the Administrative Fund for payment of Annual Collection Costs (in compliance with Section 5.12(d)), or (iii) to the Redemption Fund to be used to redeem Improvement Area #3 Bonds as set forth in a Supplemental Indenture. The excess amounts transferred from the Additional Interest Reserve Account of the Reserve Fund to the Administrative Fund will be presumed to have been transferred, first, from sources other than Improvement Area #3 Bond proceeds (including investment earnings on such proceeds) and, second, from amounts that are Improvement Area #3 Bond proceeds (including investment earnings on such proceeds). In the event that the Trustee does not receive a City Certificate directing the transfer of the excess Additional Interest Reserve funds within forty-five (45) days of providing notice to the City of such excess Delinquency and Prepayment Reserve amount, the Trustee shall transfer the excess Additional Interest Reserve amount to the Redemption Fund and provide the City with written notification of the transfer. The Trustee shall incur no liability for the accuracy or validity of the transfer if compliant with this section.

(b) Whenever Improvement Area #3 Bonds are to be redeemed with the proceeds of Prepayments, if there are insufficient funds in the Redemption Fund from such Prepayments to redeem the Bonds on their redemption date, the Trustee shall, to the extent sufficient funds are available in the Additional Interest Reserve Account, transfer funds from the Additional Interest Reserve Account to the Redemption Fund in the amount of the deficiency and such funds shall be used to redeem Improvement Area #3 Bonds.

Section 5.8. Rebate Fund.

(a) 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 is not security for the Improvement Area #3 Bonds.

(b) In order to assure that the amount required to be rebated to the federal government is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made as directed by the City in a written direction and in accordance with the Code, Tax Certificate, and Section 5.11 . 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 hereunder as long as the Trustee's actions are pursuant to the City's written direction.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and the provisions of a supplemental indenture relating to tax-exempt covenants 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 or in a Supplemental Indenture in the absence of written instructions from the City.

(d) If, on the date of each calculation of a rebate made pursuant to the provisions of a supplemental indenture, the amount on deposit in the Rebate Fund exceeds the amount required to be rebated to the federal government, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the amount required to be rebated to the federal government to the Principal and Interest Account of the Bond Fund.

Section 5.9. Administrative Fund.

(a) The City shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay Annual Collection Costs and Delinquent Collection Costs. The City or the Administrator, on behalf of the City, shall direct the Trustee pursuant to the City Certificate with respect to the portions of the Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs to be deposited pursuant to this section.

(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 Certificate 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 is not security for the Improvement Area #3 Bonds.

(c) In accordance with Section 7.6, the Trustee shall transfer its authorized fees and expenses from the Administrative Fund to pay the foregoing unless the Trustee receives written objection from the City within ten (10) Business Days of its delivery of notice of such costs to the City. No City Certificate is necessary for the Trustee to receive compensation for the services rendered hereunder.

Section 5.10. Improvement Area #3 Reimbursement Fund.

Money on deposit in the Improvement Area #3 Reimbursement Fund shall be used to reimburse the Developer for Actual Costs of Improvement Area #3 Improvements as set forth in the Amended and Restated Service and Assessment Plan and the Reimbursement Agreement.

Section 5.11. Investment of Funds.

(a) Money in any Fund established pursuant to this Master Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) Business Days in advance of the making of such investment in time deposits, other bank deposit products, or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act Chapter 2256 Texas Government Code, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times set forth in this Master Indenture. Such investments shall be valued each year in terms of current market value as of September 30 and on each Interest Payment Date (for the purpose of determining excess funds pursuant to Section 5.6(c) and 5.7(a)). For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investments 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 are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold to prevent any default. In the absence of investment instructions from the City, the Trustee shall hold monies held by it uninvested. Any obligations purchased as an investment of moneys in any Fund shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Master Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts.

(b) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment and may receive compensation in connection with any investment if approved by the City in writing. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments or whether

investments comply with Section 5.11(a) above, and may conclusively rely on the City's written instructions of the directed investments.

(c) 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 Master Indenture.

(d) The Trustee will furnish the City monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, the Trustee is not required to provide brokerage confirmations unless the Trustee receives a written request from the City. No monthly cash transaction statement will be provided if no activity occurred during such month, so long as the Trustee is providing such online access.

(e) The Trustee may conclusively rely on City Certificates pursuant to Section 5.11(a) that such an investment will comply with the City's investment policy and with the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

Section 5.12. Investment Income.

(a) Interest and income derived from investment of the Project Fund shall be deposited to the credit of the Principal and Interest Account of the Bond Fund on a monthly basis.

(b) Interest and income derived from investment of the Bond Fund shall be credited to the Principal and Interest Account of the Bond Fund.

(c) Interest and income derived from investment of the Reserve Account and Additional Interest Reserve Account of the Reserve Fund shall be credited to such Accounts.

(d) The cumulative amount of any Improvement Area #3 Bond proceeds (including investment earnings on such proceeds) that are transferred to the Administrative Fund pursuant to the provisions of this Master Indenture and subsequently used for the payment of operating costs directly relating to the Improvement Area #3 Projects will not exceed 5% of sale proceeds of the series of Improvement Area #3 Bonds to which such proceeds relate. Any City Certificate requesting transfer of bond proceeds and investment earnings to the Administrative Fund shall certify that the funds transferred are not in excess of the limits set forth in this section.

Section 5.13. 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 Master Indenture.

ARTICLE 6

LIABILITY OF CITY

Section 6.1. Liability of City.

(a) The City shall not incur any responsibility in respect of the Improvement Area #3 Bonds or this Master Indenture other than in connection with the duties or obligations explicitly herein or in the Improvement Area #3 Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Improvement Area #3 Bonds, or as to the existence of a default or event of default thereunder.

(b) 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 Master 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.

(c) No provision of this Master Indenture, the Improvement Area #3 Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered, or approved by the City in connection with the issuance, sale, delivery, or administration of the Improvement Area #3 Bonds (collectively, the "Bond Documents"), shall require the City to expend or risk its own general funds or revenues or other funds or otherwise incur any financial liability in the performance of any of its obligations hereunder, the sole source of payment of obligations incurred by the City under the Bond Documents being limited to the Pledged Revenues.

(d) Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from 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 Improvement Area #3 Bonds by mandamus or other proceeding at law or in equity.

(e) 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.

(f) Whenever in the administration of its duties under this Master 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 Master 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 seem 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 7

THE TRUSTEE

Section 7.1. Trustee as Registrar and Paying Agent.

The Trustee hereby accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the expressed 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 agree. No implied covenants or obligations shall be read into this Indenture against the Trustee. The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and with respect to the Improvement Area #3 Bonds.

Section 7.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Master 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 pursuant to a written instrument by the Owners of the Improvement Area #3 Bonds to its satisfaction 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. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or exercise any such rights and powers as Trustee, without indemnity, and in such case the Trustee may make transfers first from the Pledged Revenue Fund, then from the 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 Improvement Area #3 Bonds Outstanding hereunder.

Section 7.3. Responsibilities of the Trustee.

The Trustee accepts the trusts imposed upon it by this Master Indenture, and agrees to observe and perform those trusts, but only upon and subject to the terms and conditions set forth in this Article, to all of which the parties hereto and the Owners agree.

(a) Prior to the occurrence of an Event of Default of which the Trustee has been notified, and after the cure or waiver of all defaults or Events of Default which may have occurred,

(1) the Trustee undertakes to perform only those duties and obligations which are set forth specifically in this Master Indenture, and no duties or obligations shall be implied to the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may rely conclusively, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Master Indenture; but in the case of any such certificates or opinions which by any provision hereof are required specifically to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform on their face to the requirements of this Master Indenture.

(b) In case an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified in writing, or is deemed to have notice pursuant to subparagraph (k) below), the Trustee shall, subject to the rights and limitations of liabilities contained herein, exercise those rights and powers vested in it by this Master Indenture and shall, subject to the rights and limitations of liabilities contained herein, use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(c) No provision of this Master Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(1) this subparagraph shall not be construed to affect the limitation of the Trustee's duties and obligations provided in subparagraph (a)(1) of this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in subparagraph (a)(2) of this Section;

(2) 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;

(3) 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 controlling Owners 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 Master Indenture;

(4) no provision of this Master Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and

(5) this subparagraph shall not be construed to affect Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties provided in Section 8.5 or subparagraphs (d)-(s) of this Section, or otherwise provided for in this Master Indenture.

Whether or not therein expressly so provided, every provision of this Master Indenture or any other Bond Document relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article 7.

(d) The recitals contained in this Master Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility and undertakes no duty to verify the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Master Indenture or the Improvement Area #3 Bonds or with respect to the security afforded by this Master Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Master Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Improvement Area #3 Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Master 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; or (v) to undertake any other action unless specifically authorized pursuant to a written direction provided by the City or pursuant to this Master Indenture.

(e) The duties and obligations of the Trustee shall be determined by the express provisions of this Master Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Master Indenture.

(f) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Master Indenture, except for its own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special, or consequential damages in connection with or arising from this Master Indenture for the existence, furnishing or use of the Improvement Area #3 Projects.

(g) The Trustee (i) may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees (but shall be answerable therefor only in accordance with the standard specified above), and (ii) shall be entitled to the advice of counsel concerning all matters of trusts hereof and duties hereunder.

(h) Except for its certificate of authentication on the Improvement Area #3 Bonds, the Trustee shall not be responsible for:

- (1) the validity, priority, recording, re-recording, filing, or re-filing of this Master Indenture or any Supplemental Indenture,
- (2) any instrument or document of further assurance or collateral assignment,
- (3) the filing of any financing statements, amendments thereto, or continuation statements,
- (4) insurance of the Improvement Area #3 Projects or collection of insurance money,
- (5) the validity of the execution by the City of this Master Indenture, any Supplemental Indenture, or instruments or documents of further assurance, or
- (6) the sufficiency of the security for the Improvement Area #3 Bonds issued hereunder or intended to be secured hereby.

(i) The Trustee shall not be accountable for the application by any Person of the proceeds of any Improvement Area #3 Bonds authenticated or delivered hereunder.

(j) The Trustee shall be protected, in the absence of bad faith or negligence on its part, in acting upon any notice, request, direction, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper Person or Persons, including a request by the City from an Authorized Officer or a City Certificate or by the Owners of more than 50% of the aggregate outstanding principal amount of the Improvement Area #3 Bonds, so long as authorized pursuant to this Master Indenture. Any action taken by the Trustee pursuant to this Master Indenture upon the direction, request, authority or consent of any Person who is the Owner of any Improvement Area #3 Bonds at the time of making the request or giving the authority or consent, shall be conclusive and binding upon all future Owners of the same Bond and of Improvement Area #3 Bonds issued in exchange therefor or in place thereof.

(k) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default, except Events of Default described in Section 9.1(1) only to the extent that no Pledged Revenues have been deposited by the City to the Pledged Revenue Fund, and Section 9.1(3), 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 more than 50% of the aggregate outstanding principal amount of Improvement Area #3 Bonds referring to this Master Indenture, describing such Event of Default and stating that such notice is a “notice of default.” In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no Event of Default, except as noted in this subsection.

(l) The Trustee shall not be required to give any bond or surety with respect to the execution of these trusts and powers or otherwise in respect of the premises.

(m) Any resolution by the City, and any opinions, certificates, and other instruments and documents for which provision is made in this Master Indenture, may be accepted by the Trustee, in the absence of bad faith on its part, as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for its actions taken hereunder.

(n) The Trustee shall be entitled to file proofs of claim in bankruptcy. Ordinary trustee and paying agent/registrar fees and expenses and extraordinary fees and expenses of the Trustee and the Paying Agent/Registrar incurred hereunder are intended to constitute administrative expenses in bankruptcy.

(o) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Master 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 for trustee and paying agent/registrar services shall survive the Trustee's resignation or removal, the discharge of this Master Indenture, and final payment of the Improvement Area #3 Bonds.

(p) In no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit), irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(q) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Improvement Area #3 Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Improvement Area #3 Bonds.

(r) The permissive right of the Trustee to do things enumerated in this Master Indenture shall not be construed as a duty and the Trustee shall not be answerable to any Owners or any other Person or entity arising from failure to exercise any such permissive right.

(s) The Trustee shall not be responsible or liable for the environmental condition or any contamination of the Improvement Area #3 Projects or any real property or improvements related thereto or for any diminution in value of the same as a result of any contamination by any hazardous substance, hazardous material, pollutant or contaminant. The Trustee shall not be liable for any claims by or on behalf of the Owners or any other Person or entity arising from contamination by any hazardous substance, hazardous material, pollutant, or contaminant, and shall have no duty or obligation to assess the environmental condition of the Improvement Area #3 Projects or any real property or improvements related thereto or with respect to compliance thereof under state or federal laws pertaining to the transport, storage, treatment, or disposal of, hazardous substances, hazardous materials, pollutants, or contaminants or regulations, permits or licenses issued under such laws.

Section 7.4. Property Held in Trust.

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

Section 7.5. Trustee Protected in Relying on Certain Documents.

The Trustee may conclusively rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond opinion, or other document provided to the Trustee in accordance with the terms of this Master 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 Master Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant to be qualified in relation to the subject matter or selected by the City in accordance with this Master 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. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith.

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 Master 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 in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Master Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 7.13.

Section 7.6. Compensation.

From time to time, the Trustee shall determine and the Trustee shall provide the City Representative with an invoice setting forth the reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by a specific agreement, if any, and the Trustee shall have a first lien on the Trust Estate. Unless written objection is made invoice received by the City within ten (10) days of its delivery to the City, the

Trustee shall transfer from the Administrative Fund the amount set forth thereon. None of the provisions contained in this Master 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 there are 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 may make such payment from lawfully available funds under the Master Indenture (other than funds designated by the City for arbitrage rebate purposes) in its possession under the provisions of this Master Indenture and shall be entitled to a preference therefor over any Improvement Area #3 Bonds Outstanding hereunder.

Section 7.7. 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 Improvement Area #3 Bonds and may join in any action that any Owner of Improvement Area #3 Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of holders of Improvement Area #3 Bonds or to effect or aid in any reorganization growing out of the enforcement of the Improvement Area #3 Bonds or this Master Indenture, whether or not such committee shall represent the holders of a majority in aggregate outstanding principal amount of the Improvement Area #3 Bonds. 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 answerable for other than its own negligence or willful misconduct.

Section 7.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than thirty (30) days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the earlier of the appointment of a successor as provided in Section 7.9 or the appointment of a successor trustee by a court of competent jurisdiction pursuant to Section 7.9 and the acceptance of such appointment by such successor.

Section 7.9. Removal of Trustee.

The Trustee may be removed at any time upon at least thirty (30) days prior written notice by (i) the Owners of at least a majority of the aggregate outstanding principal of the Improvement Area #3 Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Master 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% of the aggregate outstanding principal of the Improvement Area #3 Bonds.

Section 7.10. Successor Trustee.

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.

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 after any such vacancy shall have occurred by the Owners of at least twenty-five percent (25%) of the aggregate outstanding principal of the Improvement Area #3 Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor trustee, with notification thereof being given to the predecessor Trustee and the City.

Until such successor trustee shall have been appointed by the Owners of the Improvement Area #3 Bonds, 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 Improvement Area #3 Bonds within thirty (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 requisite Owners of Improvement Area #3 Bonds.

If in a proper case no appointment of a successor trustee shall be made within thirty (30) days after the giving by any Trustee of any notice of resignation in accordance with Section 7.8 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Improvement Area #3 Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process. Any duties and obligations of such predecessor Trustee shall thereafter cease and terminate, and the payment of the fees and expenses owed to the predecessor Trustee shall be paid in full.

Any successor trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided 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 Master Indenture.

Each successor trustee shall mail, in accordance with the provisions of the Improvement Area #3 Bonds, notice of its appointment to any rating agency which, at the time of such appointment, is providing a rating on the Improvement Area #3 Bonds, and each of the Owners of the Improvement Area #3 Bonds.

Section 7.11. Transfer of Rights and Property to Successor Trustee.

Any successor trustee appointed under the provisions of Section 7.10 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 (without representation or warranty, express implied or statutory) 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 any 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 7.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 7.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 7.13. 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 Master 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 aggregate outstanding principal amount of any Improvement Area #3 Bonds then Outstanding or their representatives duly authorized in writing.

Section 7.14. Construction of Master Indenture.

The Trustee may construe any of the provisions of this Master 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 Improvement Area #3 Bonds.

Section 7.15. Offering Documentation.

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, or any other disclosure material prepared or distributed with respect to the Improvement Area #3 Bonds and shall have no responsibility for compliance with any State or federal securities laws in connection with the Improvement Area #3 Bonds.

Section 7.16. Expenditure of Funds at Risk.

None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of its rights or powers if the Trustee shall have reasonable grounds for believing that the repayment of such funds or indemnity against such risk or liability is not assured.

ARTICLE 8

MODIFICATION OR AMENDMENT OF THIS MASTER INDENTURE

Section 8.1. Amendments Permitted.

(a) This Master Indenture and the rights and obligations of the City and of the Owners of the Improvement Area #3 Bonds 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 Improvement Area #3 Bonds, or with the written consent without a meeting, of the Owners of at a majority of the aggregate principal amount of the Improvement Area #3 Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Improvement Area #3 Bond 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 Improvement Area #3 Bond, without the express consent of the Owner of such Improvement Area #3 Bond, (ii) permit the creation by the City of any pledge or lien upon the Pledged Revenues superior to the pledge and lien created for the benefit of the Improvement Area #3 Bonds, (iii) except as otherwise permitted by this Indenture, permit the creation by the City of any pledge or lien upon the Trust Estate or on a parity with the pledge and lien created for the benefit of the Improvement Area #3 Bonds (except as otherwise permitted by Applicable Laws or this Master Indenture), or (iv) reduce the percentage of Improvement Area #3 Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its prior written consent.

This Master 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:

(1) to add to the covenants and agreements of the City in this Master 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;

(2) to make modifications not adversely affecting any Outstanding Improvement Area #3 Bonds in any material respect;

(3) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Master Indenture, or in regard to questions arising under this Master Indenture, as the City may deem necessary or desirable and not inconsistent with this Master Indenture, and that shall not adversely affect the rights of the Owners of the Improvement Area #3 Bonds; and

(4) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Improvement Area #3 Bonds.

(5) the Mayor and City Manager, in consultation with Bond Counsel, are authorized to make changes to the terms of this Master Indenture if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

(b) Notwithstanding, the issuance of Improvement Area #3 Bonds pursuant to a Supplemental Indenture in accordance with this Master Indenture is not an amendment of this Master Indenture requiring the approval of the Owners of Improvement Area #3 Bonds.

Section 8.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Improvement Area #3 Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Improvement Area #3 Bonds or of this Master Indenture, to the extent that such amendment is permitted by Section 8.1, to take effect when and as provided in this Section. The City shall provide written direction to the Trustee to provide a copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, be mailed by the Trustee first class mail to each Owner of Improvement Area #3 Bonds from whom consent is required under this Master 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.

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 Master 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 Improvement Area #3 Bonds for which such consent is given, which proof shall be such as is permitted by Section 8.6. Any such consent shall be binding upon the Owner of the Improvement Area #3 Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner, by filing such

revocation with the Trustee prior to the date when the notice provided for in this Section has been mailed.

After the Owners of the required percentage of Improvement Area #3 Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner 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 Improvement Area #3 Bonds 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 8.3 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 specifically provided in this Article) upon the City and the Owners of all Improvement Area #3 Bonds at the expiration of ninety (90) 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 ninety-day period.

Section 8.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article 8, this Master Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Master Indenture of the City, the Trustee and all Owners of Improvement Area #3 Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Master Indenture for any and all purposes.

Section 8.5. Endorsement or Replacement of Improvement Area #3 Bonds Issued After Amendments.

The City may determine that Improvement Area #3 Bonds issued and delivered after the effective date of any action taken as provided in this Article 8 shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Designated Payment/Transfer Office of the Trustee, a suitable notation shall be made on such Bond. The City may determine that new Improvement Area #3 Bonds, so modified as in the opinion of the City is necessary to conform to such Owner's action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Improvement Area #3 Bonds then Outstanding, such new Improvement Area #3 Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Improvement Area #3 Bonds then Outstanding, upon surrender of such Improvement Area #3 Bonds.

Section 8.6. Amendatory Endorsement of Improvement Area #3 Bonds.

The provisions of this Article 8 shall not prevent any Owner from accepting any amendment as to the particular Improvement Area #3 Bonds held by such Owner, provided that due notation thereof is made on such Improvement Area #3 Bonds.

Section 8.7. 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 Master 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 Master Indenture and any Applicable Laws. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Master Indenture or otherwise.

ARTICLE 9

DEFAULT AND REMEDIES

Section 9.1. Events of Default.

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

- (1) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;
- (2) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings;
- (3) The failure to make payment of the principal of or interest on any of the Improvement Area #3 Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days; and
- (4) Default in the performance or observance of any covenant, agreement or obligation of the City under this Master Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of a Quarter in Interest of the Improvement Area #3 Bonds with a copy to the Trustee, specifying such default by the Owners of a Quarter in Interest amount of the Improvement Area #3 Bonds at the time Outstanding requesting that the failure be remedied.

Section 9.2. Immediate Remedies for Default.

(a) Subject to Article 8, upon the happening and continuance of any of the Events of Default described in Section 9.1, the Owners of a Quarter in Interest of the Improvement Area #3 Bonds then Outstanding, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Master 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) THE PRINCIPAL OF THE IMPROVEMENT AREA #3 BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Improvement Area #3 Bonds, in the selection of Trust Estate assets to be used in the payment of Improvement Area #3 Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale. The Trustee shall have no liability for its selection of Trust Estate assets to liquidate or sell.

(d) Whenever moneys are to be applied pursuant to this Article 9, irrespective of and whether other remedies authorized under this Master 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 Applicable Laws 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 9.3. 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 Master 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, (ii) such default has become an Event of Default and the Owners of a Quarter in Interest of the Improvement Area #3 Bonds 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 ninety (90) 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 direction inconsistent with such written request has been given to the Trustee during such 90-day period by the registered owners of a majority of the aggregate principal amount of the Improvement Area #3 Bonds 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 Improvement Area #3 Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Master 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 registered owners of all Improvement Area #3 Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee as advised by counsel, be conditions precedent to the execution of the powers and trusts of this Master Indenture and to any action or cause of action for the enforcement of this Master Indenture or for any other remedy hereunder.

(b) Subject to Article 7, nothing in this Master Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Improvement Area #3 Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Master 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 9.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues, Pledged Funds, or other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs, and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Master Indenture, during the continuance of an Event of Default, notwithstanding Section 9.2, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Improvement Area #3 Bonds, as follows:

FIRST: To the payment to the registered 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 registered owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the registered owners entitled thereto of the unpaid principal of Outstanding Improvement Area #3 Bonds, or Redemption Price of any Improvement Area #3 Bonds which shall have become due, whether at maturity or by call

for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Improvement Area #3 Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due and to the registered owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 9.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 9.1, the available funds shall be allocated to the Improvement Area #3 Bonds that are Outstanding in proportion to the quantity of Improvement Area #3 Bonds that are currently due and in default under the terms of this Master Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 9.3, shall not extend to or affect any subsequent default under this Master Indenture or impair any right consequent thereon.

Section 9.5. 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 Master Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 9.6. Waiver of Default.

With the written consent of at least a majority in aggregate principal amount of the Improvement Area #3 Bonds then Outstanding, the Owners may waive compliance by the City with certain past defaults under the Master Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 9.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 9.1, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Master Indenture is expressly denied.

Section 9.8. Mailing of Notice.

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

Section 9.9. Exclusion of Improvement Area #3 Bonds.

Improvement Area #3 Bonds 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

Improvement Area #3 Bonds provided for in this Master Indenture, and the City shall not be entitled with respect to such Improvement Area #3 Bonds to give any consent or take any other action provided for in this Master Indenture.

ARTICLE 10

GENERAL COVENANTS AND REPRESENTATIONS

Section 10.1. Records and Accounts.

The City hereby covenants and agrees that so long as any of the Outstanding Improvement Area #3 Bonds or any interest thereon remain outstanding and unpaid and the obligation to the Developer to reimburse it for funds it has contributed to pay Improvement Area #3 Projects remain outstanding and unpaid, 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 Improvement Area #3 Bonds 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 Improvement Area #3 Bonds during the City's regular business hours and on a mutually agreeable date not later than thirty (30) days after the City receives such request.

Section 10.2. Representations as to Pledged Revenues.

(a) The City represents and warrants that Applicable Laws authorize the City to issue the Improvement Area #3 Bonds, to execute and deliver this Master Indenture and to pledge the Pledged Revenues in the manner and to the extent provided in this Master 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 Master 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 Master Indenture against all claims and demands of all Persons whomsoever.

(c) Subject to available funds, the City will 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 Improvement Area #3 Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) 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. Notwithstanding the foregoing, if the City is unable in every year to send notice of the Annual Installment on the same statement as ad valorem taxes, the City shall send or shall cause to be sent, a separate notice of the

Annual Installment in a timely fashion such that the Annual Installment can be collected in the same time frame as ad valorem taxes.

Section 10.3. 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 Master Indenture.

Section 10.4. Federal Tax Matters.

Improvement Area #3 Bonds may be issued as taxable or tax-exempt obligations pursuant to a Supplemental Indenture. Provisions and covenants relating to income tax matters shall be as set forth in a Supplemental Indenture.

ARTICLE 11

SPECIAL COVENANTS

Section 11.1. 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 Master Indenture.

Section 11.2. Additional Obligations; Other Obligations or Other Liens.

(a) The City reserves the right, subject to the provisions contained in this Section 11.2, to issue Additional 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 the Improvement Area #3 Bonds (issued in accordance with subsection (c) below) and Refunding Bonds issued to refund all or a portion of the Improvement Area #3 Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on any portion of the Trust Estate, and will not cause or allow any matter or things whereby the lien of this Indenture or the priority hereof might or could be lost or impaired, and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such

lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

(c) The City reserves the right to issue Improvement Area #3 Bonds, but shall be under no obligation to issue Improvement Area #3 Bonds, to finance the Actual Costs of the Improvement Area #3 Projects, including payment of the Improvement Area #3 Reimbursement Obligation, but only in accordance with the conditions set forth below:

(i) The City Representative shall provide the Trustee a certificate certifying that (A) the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in the Indenture and (B) the Developer is not delinquent with respect to fees or any other funds or commitments to be paid to the City in accordance with the Development Agreement or Financing Agreement;

(ii) The Developer shall provide the Trustee a certificate, through an authorized representative, certifying that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Developer contained in the Financing Agreement, the Acquisition and Reimbursement Agreement or the Development Agreement;

(iii) The Administrator shall provide the Trustee a certificate certifying that the Developer is not delinquent with respect to the payment of Assessments or any ad valorem taxes (other than any ad valorem taxes being contested in good faith);

(iv) The City and the Trustee shall receive a certificate or report from an independent certified appraiser, appraisal firm or financial consultant, assuming completion of the Improvement Area #3 Projects, demonstrating that the ratio of the aggregate appraised value of all Assessed Properties within Improvement Area #3 to the aggregate principal amount of the Improvement Area #3 Bonds to be issued (the "Value to Lien Ratio") is at least 3:1. In calculating the Value to Lien Ratio, the independent certified appraiser, appraisal firm or financial consultant may rely on builder contracts, a certificate from the Administrator identifying lots for which home construction has commenced or the Hays County Tax Assessor/Collector's estimated assessed valuation for completed homes (home and lot assessed valuation) and estimated lot valuation for lots on which homes are under construction;

(v) The Developer shall provide the City and the Trustee a certificate, through an authorized representative, certifying that no less than 40% of the single-family lots located within Improvement Area #3 (A) contain completed single-family homes or (B) have been issued a construction permit by the City;

(vi) The principal (including sinking fund installments) of the Improvement Area #3 Bonds must be scheduled to mature on September 1 of the years in which principal is scheduled to mature;

(vii) The interest on the Improvement Area #3 Bonds must be scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid;

(viii) The Reserve Account Requirement shall be increased by an amount equal to no less than 25% of the Maximum Annual Debt Service on the proposed Improvement Area #3 Bonds to be issued as of the Closing Date therefor and such amount shall be deposited as of the same;

(ix) The issuance of such Improvement Area #3 Bonds shall not cause the amount of the Annual Installments to be collected in any year after the issuance of such Improvement Area #3 Bonds to exceed the amount of the Annual Installments collected in the year of the issuance of such Improvement Area #3 Bonds; and

(x) The maximum principal amount of Improvement Area #3 Bonds that may be issued, subject to the approval of the City, in total, is the lesser of (i) the then outstanding balance of the Improvement Area #3 Reimbursement Obligation and (ii) the then outstanding Assessments, less the Assessments required to pay the principal of the Bonds.

(d) The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State, and in accordance with the conditions set forth below:

(i) The principal of all Refunding Bonds must (i) be scheduled to be paid, (ii) be subject to mandatory sinking fund redemption or (iii) mature, on September 1 of the years in which such principal (i) is scheduled to be paid, (ii) is subject to mandatory sinking fund redemption or (ii) matures. All Refunding Bonds must bear interest at a fixed rate and any interest payment dates for Refunding Bonds must be March 1 and September 1. The date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of Refunding Bonds shall be set forth in a Supplemental Indenture; and

(ii) Upon their authorization by the City, the Refunding Bonds of a Series issued under this Section 11.2 shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the delivery of said Refunding Bonds to such purchasers or owners there shall have been filed with the Trustee (1) a copy, certified by the City Secretary of the City, of the ordinance or ordinances of the City authorizing the issuance, sale, execution and delivery of the Refunding Bonds and the execution and delivery of a Supplemental Indenture establishing, among other things, the date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of such Refunding Bonds, and (2) an original executed counterpart of the Supplemental Indenture for such Refunding Bonds.

Section 11.3. 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 dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds and Accounts, and the Improvement Area #3 Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 11.3 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 Master Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE 12

PAYMENT AND CANCELLATION OF THE IMPROVEMENT AREA #3 BONDS AND SATISFACTION OF THE INDENTURE

Section 12.1. Trust Irrevocable.

The trust created by the terms and provisions of this Master Indenture is irrevocable until the Improvement Area #3 Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article 12.

Section 12.2. Satisfaction of Master 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 Improvement Area #3 Bonds, at the times and in the manner stipulated in this Master Indenture, and all amounts due and owing with respect to the Improvement Area #3 Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Improvement Area #3 Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Improvement Area #3 Bonds has been paid so that the City may determine if the Master Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 12.3. Improvement Area #3 Bonds Deemed Paid.

All Outstanding Improvement Area #3 Bonds shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Improvement Area #3 Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Improvement Area #3 Bonds to become due on such Improvement Area #3 Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the

moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Improvement Area #3 Bonds to become due on such Improvement Area #3 Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Improvement Area #3 Bonds are then rated, the Trustee shall have received written confirmation from each rating agency which is providing a rating on the Improvement Area #3 Bonds, that such deposit will not result in the reduction or withdrawal of the rating on the Improvement Area #3 Bonds. 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 Improvement Area #3 Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Improvement Area #3 Bonds on and prior to such redemption date or maturity date thereof, as the case may be, only upon receipt by the Trustee of (i) a report by an independent certified public accountant selected by the City, after giving effect to such request, verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on the Improvement Area #3 Bonds to become due on such Improvement Area #3 Bonds on and prior to the redemption date or maturity date thereof, as the case may be and (ii) an opinion of Bond Counsel stating that that no adverse federal tax consequences will result from reinvesting such cash. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE 13

MISCELLANEOUS

Section 13.1. Benefits of Master Indenture Limited to Parties.

Nothing in this Master 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 Master Indenture. Any covenants, stipulations, promises or agreements in this Master Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 13.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Master 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 Master Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 13.3. Execution of Documents and Proof of Ownership by Owners.

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

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

Except as otherwise herein expressly provided, the ownership of registered Improvement Area #3 Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

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

Section 13.4. Waiver of Personal Liability.

No member of the City Council of the City, or any 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 Improvement Area #3 Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 13.5. Notices to and Demands on City and Trustee.

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

If to the City:

City of Kyle, Texas
100 W. Center Street
Kyle, Texas 78640
Attn: City Manager
Email: ssellers@cityofklye.com
Telephone: 512.262.3923

With a copy to:

The Knight Law Firm, LLP
Attn: Veronica Rivera, City Attorney
223 W. Anderson Lane, Suite A-105
Austin, Texas 78752
Email: vrivera@cityattorneytexas.com
Telephone: 512.323.5778

If to the Trustee, also acting in the capacity of
Paying Agent/Registrar:

BOKF, NA
Attn: Rosalyn Davis
1401 McKinney, Suite 1000
Houston, Texas 77010
Email: Rosalyn.Davis@bokf.com
Telephone: 713.289.5829

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

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five (5) Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of an Improvement Area #3 Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Improvement Area #3 Bonds Outstanding.

(c) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”) given pursuant to the Master Indenture and delivered using Electronic Means (“Electronic Means” means the following communications methods: email, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be

liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures

Section 13.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Master Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Master Indenture. The City hereby declares that it would have adopted this Master Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Improvement Area #3 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Master Indenture may be held illegal, invalid, or unenforceable.

Section 13.7. Applicable Laws.

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

Section 13.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Improvement Area #3 Bonds or the date fixed for redemption of any Improvement Area #3 Bonds or the date any action is to be taken pursuant to this Master 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 13.9. Counterparts.

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

Section 13.10. Anti-Boycott Verification.

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, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The

foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Trustee understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

Section 13.11. Iran, Sudan and Foreign Terrorist Organizations.

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, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

Section 13.12. Texas Government Code Section 2274.002.

The Trustee hereby verifies that this Agreement has a value of less than \$100,000 and that the provisions required by Section 2274.002 of the Texas Government Code for contracts having a value of at least \$100,000 are not required in this Agreement.

Section 13.13. Form 1295 Exemption.

The Trustee represents that it is a wholly owned subsidiary of BOK Financial Corporation, a publicly traded business entity, and therefore this Agreement is exempt from Section 2252.908, Texas Government Code, as amended.

[remainder of page left blank intentionally]

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

CITY OF KYLE, TEXAS

By: 
Mayor

ATTEST:


City Secretary

APPROVED AS TO FORM:
City Attorney

By: 



BOKF, NA

By: _____
Authorized Officer

[Signature Page to Indenture of Trust]

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

CITY OF KYLE, TEXAS

By: _____
Mayor

ATTEST:


City Secretary

APPROVED AS TO FORM:
City Attorney

By: _____

[CITY SEAL]

BOKF, NA

By:  _____
Authorized Officer

[Signature Page to Indenture of Trust]

SECOND SUPPLEMENTAL INDENTURE

authorizing

CITY OF KYLE, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(6 CREEKS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3B PROJECT)

Dated as of: February 1, 2025

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SECOND SUPPLEMENTAL INDENTURE OF TRUST

This City of Kyle, Texas Second Supplemental Indenture of Trust authorizing the City of Kyle, Texas Special Assessment Revenue Bonds, Series 2025 (6 Creeks Public Improvement District Improvement Area #3B Project) (the “Bonds”) dated as of February 1, 2025, is by and between the City of Kyle, Texas (the “City”) and BOKF, NA, as trustee (together with its successors, the “Trustee”). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, the City and the Trustee have entered into that certain Master Indenture of Trust, as supplemented by the First Supplemental Indenture of Trust, each dated as of October 15, 2021 (collectively, the “Master Indenture”), authorizing the issuance of special assessment revenue bonds pursuant to one or more supplemental indentures. Capitalized terms used in this Second Supplemental Indenture (this “Supplemental Indenture”) and not otherwise defined shall have the meaning assigned thereto in the Master Indenture; and

WHEREAS, on October 4, 2021, the City Council by Resolution No. 1254 made findings and determinations relating to the Actual Costs of certain Improvement Area #3 Improvements, received and accepted a preliminary Amended and Restated Service and Assessment Plan and a proposed assessment roll for Improvement Area #3, called a public hearing for October 19, 2021 and directed City staff to (i) file said proposed assessment roll with the City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) coordinate publishing such notice relating to the October 19, 2021 hearing as required by Section 372.016(b) of the PID Act; and

WHEREAS, on October 6, 2021, the City Council, pursuant to Section 372.016(b) of the PID Act, caused to be published notice of the public hearing in the *Hays Free Press*, a newspaper of general circulation in the City, to consider the proposed Amended and Restated Service and Assessment Plan and the Assessment Roll and the levy of the Assessments on Assessed Property within Improvement Area #3 of the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Assessment Roll and the Amended and Restated Service and Assessment Plan and the levy of Assessments on property in Improvement Area #3 of the District to the last known address of the owners of property liable for the Assessments; and

WHEREAS, the City Council opened and convened the hearing on October 19, 2021 and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Amended and Restated Service and Assessment Plan, the proposed Assessment Roll and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of estimated costs of the Improvement Area #3 Projects, the purposes of the Assessments, the special benefits of the Improvement Area #3 Projects, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Assessments, and there were no written objections or evidence submitted to the City Secretary in opposition to the Amended and Restated

Service and Assessment Plan, the allocation of estimated costs of the Improvement Area #3 Projects, the Assessment Roll, and the levy of the Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, the City approved Ordinance No. 1169, which levied the Assessments against the property within Improvement Area #3 and approved the Amended and Restated Service and Assessment Plan, in conformity with the requirements of the PID Act; and

WHEREAS, the City previously issued its Special Assessment Revenue Bonds, Series 2021 (6 Creeks Public Improvement District Improvement Area #3 Project) pursuant to the terms and provisions of and secured under the Master Indenture for the purpose of paying costs of certain improvements that provide a special benefit to Improvement Area #3 of the District; and

WHEREAS, the City Council, in accordance with the authority granted to it by the PID Act and other applicable laws, has authorized the issuance of the Bonds pursuant to the terms and provisions of and secured under the Master Indenture, pursuant to Ordinance No. ____, approved at the February 4, 2025 meeting of the City Council, for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #3 Projects, (ii) funding the Reserve Account of the Reserve Fund, (iii) paying a portion of the costs incidental to the organization and administration of the District, and (iv) paying the costs of issuance of the Bonds; and

WHEREAS, the execution and delivery of this Supplemental Indenture and the issuance of the Bonds have been in all respects duly and validly authorized by written ordinance of the City Council of the City of Kyle, Texas

WHEREAS, it is hereby found and determined that the Bonds authorized herein shall constitute Improvement Area #3 Bonds under the Master Indenture and shall be entitled to all of the benefits of the Master Indenture; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Supplemental Indenture was approved was open to the public, and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Supplemental Indenture, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1 Short Title.

This Supplemental Indenture may hereafter be cited in other documents and without further description as the “Second Supplemental Indenture.”

Section 1.2 Definitions.

The capitalized terms used herein and not otherwise defined shall have the same meanings and definitions as are applied to such terms, respectively, in the Master Indenture. Additionally, unless otherwise expressly provided or unless the context clearly requires otherwise, the following additional terms shall have the respective meanings specified below:

“Authorized Denomination” means \$100,000 and any integral multiple of \$1,000 in excess of \$100,000; notwithstanding the foregoing, Authorized Denominations shall also include Bonds issued in \$1,000 in principal amount and integral multiples of \$1,000 in the following instances: (A) any Bonds or any portion thereof that have been redeemed in part or (B) any Bonds or any portion thereof that have been defeased in part.

“Authorized Officer” means (i) the City Manager of the City, (ii) an Assistant City Manager of the City designated by the City Manager for such purpose, or (iii) the Director of Finance of the City.

“Bond” means any of the Bonds authorized herein.

“Bond Date” means the date designated as the initial date of the Bonds by Section 3.2(a) of this Supplemental Indenture.

“Bond Counsel” means Norton Rose Fulbright US LLP or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Ordinance” means Ordinance No. [_____] adopted by the City Council on February 4, 2025, authorizing the Second Supplemental Indenture and the issuance of the Bonds.

“Bonds” means the City’s bonds entitled “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2025 (6 Creeks Public Improvement District Improvement Area #3B Project).”

“Certificate for Payment” means a certificate substantially in the form attached to this Supplemental Indenture as Exhibit B, approved by the Developer and the City Representative executed by a Person approved by the City Representative, delivered to the City Representative and the Trustee specifying the amount of work performed with respect to the Improvement Area #3 Projects and the Actual Costs thereof, and requesting payment for such costs from money on deposit in the Project Fund as further described in Section 5.4 of the Master Indenture.

“Closing Date” means the date of initial delivery of and payment for the Bonds.

“Closing Disbursement Request” means a certificate substantially in the form of Exhibit C attached to this Supplemental Indenture, approved by the Developer and the City Representative, delivered to the Trustee specifying the amounts to be paid on the Closing Date for the costs of establishing the District, as further described in Section 5.4 of the Master Indenture.

“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.

“Initial Bond” means the Initial Bond described in Section 3.4.

“Interest Payment Date” means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year, commencing September 1, 2025.

“MSRB” means the Municipal Securities Rulemaking Board.

“Purchase Contract” means the bond purchase contract approved in Section 6.1, pursuant to which the Bonds are sold to the Underwriter.

“Record Date” means the fifteenth (15th) calendar day of the month next preceding an Interest Payment Date.

“Redemption Price” means, when used with respect to any Improvement Area #3 Bonds or portion thereof, the principal amount of such Improvement Area #3 Bonds or such portion thereof plus the applicable premium, if any, plus accrued and unpaid interest on such Improvement Area #3 Bonds to the date fixed for redemption payable upon redemption thereof.

“Representation Letter” means the “Blanket Letter of Representations” between the City and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Series 2021 Bonds” means the City’s bonds entitled “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2021 (6 Creeks Public Improvement District Improvement Area #3 Project).”

“Stated Maturity Date” means the respective dates on which the Bonds are stated to mature.

“Supplemental Indenture” or “Second Supplemental Indenture” means this Second Supplemental Indenture of Trust.

“Underwriter” means FMSbonds, Inc.

Section 1.3 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Supplemental 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 Supplemental 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 legal person, including any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization and government or agency or political subdivision thereof.

(c) Article and section references shall mean references to articles and sections of this Supplemental Indenture unless designated otherwise.

(d) Nothing in this Supplemental Indenture is intended or shall be construed to confer upon, or give to, any person, other than the City and the Owners, any right, remedy, or claim under or by reason of this Supplemental Indenture or any covenant or provisions hereof.

(e) If any one or more of the covenants, provisions or agreements contained herein should be contrary to Applicable Law, then such covenants, provisions or agreements shall be deemed separable from the remaining covenants, provisions, and agreements hereof, and shall in no way affect the validity of the remaining covenants, provisions, and agreements contained in this Supplemental Indenture.

Section 1.5 Declarations and Additional Rights and Limitations Under Master Indenture.

(a) For all purposes of the Master Indenture, the City declares and provides as follows:

(i) The Bonds are Improvement Area #3 Bonds that are authorized by Section 2.1 of the Master Indenture.

(ii) Administrative Expenses shall include the fees and expenses owed to the Trustee and the Paying Agent/Registrar.

ARTICLE II

PURPOSES, PLEDGE AND SECURITY FOR BONDS

Section 2.1 Purposes of Supplemental Indenture.

The purposes of this Supplemental Indenture are to authorize the award and sale of the Bonds to the Underwriter in accordance with the terms and provisions hereof, and to extend expressly the pledge, lien and security of the Master Indenture to and for the benefit of the Owners.

Section 2.2 Pledge, Security for, Sources of Payment of Bonds.

(a) The pledge, the security provisions of the Master Indenture, including specifically Sections 3.5, 3.6 and 3.7 respectively, of the Master Indenture are hereby expressly restated, fixed, brought forward and granted to the Owners.

(b) The Bonds issued hereunder are Improvement Area #3 Bonds under the Master Indenture, and shall be and are secured in the manner and to the extent provided in the Master Indenture with respect to Improvement Area #3 Bonds. The Bonds shall be and are on a parity with other Improvement Area #3 Bonds issued under the Master Indenture, including the Series 2021 Bonds.

Section 2.3 Closure of Reimbursement Fund.

Pursuant to Section 8.1(a)(2) of the Master Indenture, the Improvement Area #3 Reimbursement Fund created and established pursuant to Section 5.1(a)(7) of the Master Indenture shall be closed and the Trustee shall transfer any funds remaining in such Fund as provided in Section 8.1(b) herein.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS
REGARDING THE BONDS

Section 3.1 Authorization.

The Bonds, to be designated “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2025 (6 Creeks Public Improvement District Improvement Area #3B Project) are hereby authorized to be issued and delivered in accordance with the Constitution and general laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of \$[] for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #3 Projects, (ii) funding the Reserve Account of the Reserve Fund, (iii) paying a portion of the costs incidental to the organization and administration of the District, and (iv) paying the costs of issuance of the Bonds.

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

(a) The Bonds shall be dated February 27, 2025 (the “Bond 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 date of initial delivery of the Bonds to the Underwriter 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 Stated Maturity Dates specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2025 computed on the basis of a 360-day year of twelve 30-day months.

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

<u>Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
<u>Date</u>		
20__	\$	%
20__		%
20__		%
20__		%

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article 4 herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Supplemental Indenture.

Section 3.3 Medium, Method and Place of Payment.

(a) Debt Service on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be at least 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 Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest on the Bonds shall be paid by check dated as of the Interest Payment Date and mailed by the Paying Agent/Registrar to the Owner entitled to such payment, United States mail, first class postage prepaid, to the address of the Owner as it appears in the Obligation Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements.

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

(e) If a date for the payment of Debt Service on the Bonds is not a Business Day, 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.

(f) Subject to any applicable escheat, unclaimed property, including without limitation Title 6, Texas Property Code, or similar and Applicable Law, unclaimed payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be paid to the City and thereafter neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds.

Section 3.4 Execution and Initial Registration.

(a) The Bonds shall be executed in accordance with the Article IV of the Master Indenture.

(b) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of the Master Indenture and this Supplemental Indenture unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Supplemental Indenture, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Supplemental Indenture, manually executed by the Comptroller of Public Accounts of the State or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(c) On the Closing Date, one Initial Bond, representing the entire principal amount of the Bonds, payable in stated installments to the Underwriter or its designee, executed by manual or facsimile signature of the Mayor and attested by manual or facsimile signature of the City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to the representative of the Underwriter or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Underwriter registered definitive Bonds as described in Section 3.9(a).

Section 3.5 Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other person may treat each Owner as the absolute owner of such Bond for the purpose of making and receiving payment of Debt Service thereon (subject to the provisions herein that interest is to be paid to each Owner on the Record Date), and for all other purposes, whether or not such Bond is overdue, and neither the City, the Trustee, nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner in accordance with this Section shall be valid and effectual and shall discharge the liability of the City, the Trustee, and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.6 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to maintain the Obligation Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the Master Indenture.

(b) Ownership of any Bond may be transferred in the Obligation Register only upon the presentation and surrender thereof at the Paying Agent/Registrar's Designated Payment/Transfer Office for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Bonds, or any portion thereof in Authorized Denominations, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Bond or any portion thereof registered in the name of such assignee or assignees. No transfer of any Bond shall be effective until entered in the Obligation Register. Upon assignment and transfer of any Bond or portion thereof, a new Bond or Bonds will be issued by the Paying Agent/Registrar in exchange for such transferred and assigned Bond. To the extent possible the Paying Agent/Registrar will issue such new Bond or Bonds in not more than three Business Days after receipt of the Bond to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Bond may be exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar together with a written request therefor duly executed by the Owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Bond or Bonds 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 presented for exchange. If a portion of any Bond is redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in Authorized Denominations, at the request of the Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon surrender thereof for cancellation. To the extent possible, a new Bond or Bonds shall be delivered by the Paying Agent/Registrar to the Owner of the Bond or Bonds in not more than three Business Days after receipt of the Bond to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Bond issued in exchange for any Bond or portion thereof assigned or transferred shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange the Bonds as provided herein, and each substitute Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Supplemental Indenture to the same extent as the Bond or Bonds in lieu of which such substitute Bond is delivered.

(e) The City will pay, as an Administrative Expense, the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer or exchange

of Bonds, but the Paying Agent/Registrar will 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. In addition, the City hereby covenants with the Owners of the Bonds that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of Debt Service on the Bonds, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration and exchange of Bonds as provided herein.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within 45 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.7 Cancellation and Authentication.

All Bonds paid or redeemed before their Stated Maturity Dates in accordance with this Supplemental Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Supplemental Indenture, shall be canceled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of the canceled Bonds in accordance with the record retention requirements of the Trustee.

Section 3.8 Replacement Bonds.

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

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

(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 City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of 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 Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond, in lieu of which such replacement Bond was issued, presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

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

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

Section 3.9 Book-Entry Only System.

(a) The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of 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, except as provided in this Supplemental Indenture. 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 Obligation 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 Obligation Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Supplemental 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 Obligation Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the 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 Obligation Register, or their respective

attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal, 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 Obligation Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Supplemental 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 Supplemental Indenture with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Supplemental Indenture shall refer to such new nominee of DTC.

(c) The "Representation Letter" previously executed and delivered by an Authorized Officer and made applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository for said obligations, is hereby ratified and approved for the Bonds.

Section 3.10 Successor Securities Depository.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the City or the Paying Agent/ Registrar 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, as identified by DTC, 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, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Obligation 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 Supplemental Indenture.

Section 3.11 Payments to Cede & Co.

Notwithstanding any other provision of this Supplemental 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 Representation Letter.

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 4.

Section 4.2 Mandatory Sinking Fund Redemption.

(a) The Bonds (referred to as “Term Bonds” below) 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 from moneys available for such purpose in the Principal and Interest Account

of the Bond Fund, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

\$ _____ Term Bonds maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 1, 20__	\$
September 1, 20__	
September 1, 20__	
September 1, 20__*	

*Stated Maturity Date

\$ _____ Term Bonds maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 1, 20__	\$
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

*Stated Maturity Date

\$ _____ Term Bonds maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 1, 20__	\$
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

*Stated Maturity Date

\$ _____ Term Bonds maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 1, 20__	\$
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

*Stated Maturity Date

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date and subject to any prior reduction authorized by this Supplemental Indenture, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6 of this Supplemental Indenture.

(c) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (i) of this Section 4.2(a) shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least forty-five (45) 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 and 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 (i) of this Section 4.2(a) shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the mandatory 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.

Section 4.3 Optional Redemption.

(a) The City reserves the option to redeem Bonds maturing on or after September 1, 20__, before their respective scheduled maturity dates, in whole or from time to time in part, on September 1, 20__, or on any date thereafter such redemption date or dates to be fixed by the City, 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.

(b) The City, at least forty-five (45) days before the redemption date (unless a shorter period shall be satisfactory to the Paying Agent/Registrar), shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.4 Extraordinary Optional Redemption.

(a) Notwithstanding any provision in this Supplemental Indenture to the contrary, but subject to the provisions of Section 4.6(d), the City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on any Business Day, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in the Master Indenture) or any other transfers to the Redemption Fund under the terms of this Master Indenture, including from transfers of Foreclosure Proceeds and transfers pursuant to the provisions of Article V of the Master Indenture. The City direction for such redemption shall include details with regard to a corresponding reduction in the Reserve Account Requirement, as contemplated by the definition thereof.

(b) Notwithstanding the foregoing, the Trustee will not be required to make an extraordinary optional redemption pursuant to this Section 4.4 unless it has at least \$1,000 available in the Redemption Fund with which to redeem the Bonds.

Section 4.5 Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4, Bonds shall be redeemed in minimum principal amounts of \$1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the principal amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

(b) In selecting the Bonds to be redeemed pursuant to Section 4.2, the Trustee may select Bonds in any method that results in a random selection.

(c) In selecting the Bonds to be redeemed pursuant to Section 4.3, the Trustee may rely on the directions provided in a City Certificate.

(d) If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4, the Bonds or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

(e) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Supplemental Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6 Notice of Redemption to Owners.

(a) Upon receipt of a City Certificate directing the redemption of the Bonds, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States

mail, postage prepaid, not less than thirty (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) The City reserves the right, in the case of an optional or extraordinary optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

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, and not otherwise rescinded as provided by, Section 4.6 of this Supplemental 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 or the principal of and interest on such Bonds, as applicable, 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

COVENANTS

Section 5.1 Confirmation of Assessments.

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

Section 5.2 Collection and Enforcement of Assessments.

(a) For so long as any Bonds are Outstanding and amounts are due to the Developer to reimburse it for its funds it has contributed to pay Actual Costs of the Authorized Improvements, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

(b) 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 Assessment or the corresponding Assessed Property.

Section 5.3 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, the Trust Estate, or any other property pledged under this Supplemental Indenture, except any pledge created for the equal and ratable security of the Bonds.

(b) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness secured by any pledge of or other lien or charge on any portion of the Pledged Revenues, the Trust Estate or other property pledged under this Supplemental Indenture, except that the City may issue Refunding Bonds in accordance with the terms of this Supplemental Indenture.

Section 5.4 Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds or Outstanding Bonds or any interest thereon remain outstanding and unpaid, 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 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 during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 5.5 Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

“Regulations” means any proposed, temporary or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference

to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

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

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

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

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

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

(d) No Private Loan.

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

(ii) The City covenants and agrees that the levied Assessments will meet the requirements of the “tax assessment loan exception” within the meaning of Section 1.141-

5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Assessments continue to meet such requirements for so long as Bonds are outstanding hereunder.

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

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

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

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

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

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

(iii) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, direct the Trustee to transfer to the Rebate Fund from the funds or accounts designated in such City Certificate and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to Secured equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other

Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

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

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

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

ARTICLE VI

FORM OF THE BONDS

Section 6.1 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to appear on the Initial Bond, and 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 Exhibit A to this Supplemental Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Supplemental 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 of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.2 CUSIP Registration.

The City may secure identification numbers through the CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the American Bankers Association, 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 Trustee, or the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The City prohibits any Bond to be issued in a denomination of less than an Authorized Denomination and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than an Authorized Denomination 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 Owners of the Bonds and that neither the City nor the Trustee shall be liable for any inaccuracies of such numbers.

Section 6.3 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 VII

SALE, CONTROL AND DELIVERY OF THE BONDS

Section 7.1 Sale of Bonds; Offering Memorandum.

(a) The Bonds are hereby officially sold and awarded to the Underwriter in accordance with the terms and provisions of that certain Purchase Contract relating to the Bonds between the City and the Underwriter and dated the date of the passage of the Bond Ordinance. The form and content of such Purchase Contract are hereby approved, and the Mayor is hereby authorized and directed to execute and deliver such Purchase Contract. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable. The Bonds shall initially be registered in the name of the Underwriter, or its designee.

(b) The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto presented to and considered by the City Council are hereby in all respects approved and adopted. The City hereby authorizes the preparation of a final Limited Offering Memorandum reflecting the terms of the Purchase Contract and other relevant information. The Limited Offering Memorandum as thus approved and delivered, with such appropriate variations as shall be approved by the City Manager and the

Underwriter, may be used by the Underwriter in the offering and sale of the Bonds, and the Preliminary Limited Offering Memorandum is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and continued. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor, the Mayor and this City Council are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to development, the Developer (as defined in the Limited Offering Memorandum) or its financial ability, the homebuilders,; the landowners, or the appraisal of the property in the District performed by Barletta & Associates, Inc.

(c) The Authorized Officer and all other officers of the City are authorized to take such actions, to obtain such consents or approvals and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, to pay the costs of issuance of the Bonds, and to effectuate the terms and provisions of this Indenture. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the District is hereby authorized and directed to issue a check of the District payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount not to exceed \$9,500).

(d) The obligation of the Underwriter to accept delivery of the Bonds is subject to, among other conditions specified in the Purchase Contract, the Underwriter being furnished with the final, approving opinion of Norton Rose Fulbright US LLP, Bond Counsel for the City, which opinion shall be dated and delivered on the Closing Date.

Section 7.2 Control and Delivery of Bonds.

(a) The Mayor of the City, or in his absence, the Mayor Pro Tem, is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Underwriter under and subject to the general supervision and direction of the Mayor of the City, or in his absence, the Mayor Pro Tem, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor, City Secretary or City Manager is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem, the Assistant City Secretary, or an Assistant City Manager, respectively, shall be authorized to execute

such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary, and an Assistant City Manager shall, for the purposes of this Supplemental Indenture, have the same force and effect as if such duties were performed by the Mayor, City Secretary, and City Manager, respectively.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1 Creation of Additional Funds and Accounts and Closure of Funds.

(a) The following accounts are hereby created in addition to those created in Section 5.1 of the Master Indenture:

(i) Series 2025 Costs of Issuance Sub-Account of the Costs of Issuance Account of the Project Fund; and

(ii) Series 2025 Improvement Sub-Account of the Improvement Account of the Project Fund.

(b) The Trustee shall transfer any funds remaining in the Improvement Area #3 Reimbursement Fund created and established pursuant to the Master Indenture to the Series 2025 Improvement Sub-Account of the Improvement Account of the Project Fund and, following such transfer, the Improvement Area #3 Reimbursement Fund shall be closed.

Section 8.2 Initial Deposits to Funds and Accounts.

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: \$[_____];

(ii) to the Series 2025 Costs of Issuance Sub-Account of the Project Fund: \$[_____];

(iii) to the Administrative Fund: \$[_____]; and

(iv) to the Series 2025 Improvement Sub-Account of the Project Fund: \$[_____].

Section 8.3 Payment of the Bonds.

While any of the Bonds are outstanding and unpaid, the City shall make available to the Paying Agent/Registrar, from the Pledged Funds and Accounts, in the amounts and at the times required by this Supplemental Indenture and the Master Indenture, money sufficient to pay when due all amounts required to be paid by this Supplemental Indenture and the Master Indenture.

Section 8.4 Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in the Master Indenture and this Supplemental Indenture; the City will promptly pay or cause to be paid Debt Service on each Bond on the dates and at the places and in the manner prescribed in each Bond; and the City will, at the times and in the manner prescribed by this Supplemental Indenture, deposit or cause to be deposited the amounts of money specified by the Master Indenture and this Supplemental Indenture.

(b) The City is duly authorized under the laws of the State to issue the Bonds; all action on its part for the issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 8.5 Remedies.

The City and the Owners shall have all rights, remedies, duties and obligations set forth and applicable to them in the Master Indenture and this Supplemental Indenture.

ARTICLE IX

CONTINUING DISCLOSURE UNDERTAKING

Section 9.1 Approval of Continuing Disclosure Agreement.

The form, terms and provisions of that certain continuing disclosure agreement (the “Continuing Disclosure Agreement”), among the City, P3Works, LLC, as Administrator, and BOKF, NA, as Dissemination Agent, dated February 1, 2025, is hereby authorized and approved in substantially final form presented at this meeting and the Mayor is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Supplemental Indenture and approved by the Mayor, such approval to be evidenced by the execution thereof. The Mayor’s signature on the Continuing Disclosure Agreement may be attested by the City Secretary.

ARTICLE X

MISCELLANEOUS

Section 10.1 Changes to Supplemental Indenture.

The Mayor and City Manager, in consultation with Bond Counsel, are hereby authorized to make changes to the terms of this Supplemental Indenture if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 10.2 Partial Invalidity.

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

Section 10.3 No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Supplemental Indenture, against any official or employee of the City or any person executing any Bonds.

Section 10.4 Counterparts.

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

Section 10.5 Statutory Verifications.

(a) The Trustee makes the following representations and covenants pursuant to Chapter 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Supplemental Indenture. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under the common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. Section 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.

(b) 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 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.

(c) 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.

(d) 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.

(e) 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 Second Supplemental Indenture of Trust to be executed all as of the date hereof.

By: _____
Mayor, City of Kyle, Texas,

ATTEST:

[CITY SEAL]

BOKF, NA,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

The Form of Bonds, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of Trustee and the form of Assignment appearing on the Bonds, shall be substantially as follows:

(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.

THE TRANSFER OF THIS BOND IS SUBJECT TO THE TERMS AND RESTRICTIONS DESCRIBED HEREIN.

REGISTERED
No.

REGISTERED
\$

United States of America
State of Texas

CITY OF KYLE, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2025
(6 CREEKS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3B PROJECT)

<u>INTEREST RATE</u>	<u>STATED MATURITY DATE</u>	<u>DATE OF DELIVERY</u>	<u>CUSIP NUMBER</u>
_____ %	September 1, _____	_____	50156C _____

The City of Kyle, 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 Date of Delivery, 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 commencing on September 1, 2025 and on each March 1 and September 1 thereafter until maturity or prior redemption.

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 Houston, Texas (the “Designated Payment/Transfer Office”), of BOKF, NA, a national banking association, as trustee and paying agent/registrant (the “Trustee,” which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrant, 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, 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 fifteenth calendar 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 thirty (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 (the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five (5) 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 February 27, 2025 and issued in the aggregate principal amount of \$[] and issued, with the limitations described herein, pursuant to a Master Indenture of Trust, as supplemented by the First Supplemental Indenture, each dated as of October 15, 2021 (collectively, the “Master Indenture”), and a Second Supplemental Indenture dated as of February 1, 2025 (the “Second Supplemental Indenture” and, together with the Master Indenture, the “Indenture”) by and between the City and the Trustee, 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 Actual Costs of the Improvement Area #3 Projects, (ii) funding the Reserve Account of the Reserve Fund, (iii) paying a portion of the costs incidental to the organization and administration of the District, and (iv) paying the costs of issuance of the Bonds.

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

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

The Bonds are issuable as fully registered bonds only in denominations of \$100,000, or any integral multiple of \$1,000 in excess thereof (“Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in Authorized Denominations or in integral multiples of \$1,000, as applicable.

The 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 4 of this Supplemental Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

\$ _____ Term Bonds maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 1, 20__	\$
September 1, 20__	
September 1, 20__	
September 1, 20__*	

*Stated Maturity Date

\$ _____ Term Bonds maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 1, 20__	\$
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

*Stated Maturity Date

\$ _____ Term Bonds maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 1, 20__	\$
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

*Stated Maturity Date

\$ _____ Term Bonds maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment Amount</u>
September 1, 20__	\$
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

*Stated Maturity Date

At least forty-five (45) days prior to each sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, 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 forty-five (45) days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The Sinking Fund Installments of Term Bonds required to be redeemed on any mandatory sinking fund redemption shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds, which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions in the Indenture and not previously credited to a mandatory sinking fund redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__, before their scheduled maturity dates, in whole or from time to time in part, on any date, on or after September 1, 20__, such redemption date or dates to be fixed by the City, at a price of par plus accrued and unpaid interest to the date of redemption:

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on any Business Day, 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, other transfers to the Redemption Fund pursuant to the Indenture, or any other transfers to the Redemption Fund permitted in 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 thirty (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 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 shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

The City reserves the right, in the case of an optional or extraordinary optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any

time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

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, 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 forty-five (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 OF KYLE, TEXAS; HAYS COUNTY, TEXAS; 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, City of Kyle, Texas

Mayor, City of Kyle, Texas

[City Seal]

(b) Form of Comptroller’s Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on each 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 an opinion to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts of the
State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

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

BOKF, NA, as Trustee

By:

Authorized Signatory

DATED: _____

(d) Form of Assignment.

ASSIGNMENT

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

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

Date: _____

Signature Guaranteed By: _____

Authorized Signatory

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

(e) 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 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:*

<u>Stated Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate"</u>
-----------------------------	-------------------------	-----------------------

(Information to be inserted from Section 3.2(c)); and

(iii) *the Initial Bond shall be numbered T-1.*

EXHIBIT B

FORM OF CERTIFICATE FOR PAYMENT

CERTIFICATE FOR PAYMENT NO. ____

Reference is made to that certain Master Indenture of Trust, as supplemented by the First Supplemental Indenture, each by and between the City and the Trustee dated as of October 15, 2021 (collectively the “Master Indenture”), and that certain Second Supplemental Indenture by and between the City and the Trustee dated as of February 1, 2025 (the “Second Supplemental Indenture” and, together with the Master Indenture, the “Indenture”) relating to the “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2025 (6 Creeks Public Improvement District Improvement Area #3B Project)” (the “Bonds”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture.

The undersigned is an agent for HM 6 Creeks Development, Inc. (the “Developer”), and requests payment to the Developer (or to the person designated by the Developer) from the Improvement Account of the Project Fund.

_____ (“Construction Manager”) hereby requests payment for the Actual Cost of the work (the “Draw Actual Costs”) described in attached Attachment A. Capitalized undefined terms shall have the meanings ascribed thereto in the Blanco River Ranch Public Improvement District Financing Agreement between HMBRR Development, Inc., HMBRR, L.P. and HMBRR LP #2 (the “Owner”), and the City of Kyle, Texas (the “City”), dated as of July 18, 2017, as amended on April 16, 2019, and as partially assigned with respect to the land within Improvement Area #3 to the Developer, effective as of September 23, 2020 (the “Finance Agreement”). In connection with this Certification for Payment, the undersigned, in his or her capacity as the of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is an authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.
2. The true and correct Draw Actual Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.
3. Attached as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.
4. Attached as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Draw Actual Costs for which payment is requested.

[Signature Page Follows]

SIGNATURE PAGE TO
FORM OF CERTIFICATION FOR PAYMENT

Date : _____ [Construction Manager Signature Block to be added]

APPROVAL BY THE CITY

The Draw Actual Costs of each Segment described in Attachment A have been reviewed, verified, and approved by the City Construction Representative. Payment of the Draw Actual Costs of each such Segment is hereby approved.

Date: _____

CITY OF KYLE, TEXAS

By: _____

ATTACHMENT A TO CERTIFICATION OF PAYMENT

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Draw Actual Costs</u>
----------------	---	------------------------------

ATTACHMENT B TO CERTIFICATION OF PAYMENT

[attached – bills paid affidavit]

ATTACHMENT C TO CERTIFICATION OF PAYMENT

[attached – receipts]

EXHIBIT C

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for HM 6 Creeks Development, Inc. (the “Developer”), and requests payment from the Costs of Issuance Account of the Project Fund (as defined in the Blanco River Ranch Public Improvement District Financing Agreement) from BOKF, NA (the “Trustee”), in the amount of _____ DOLLARS (\$_____) to be transferred from the Costs of Issuance Account of the Project Fund upon the delivery of the [_____ Bonds] for costs incurred in the establishment, administration, and operation of the 6 Creeks Public Improvement District (the “District”), as follows.

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is an authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced 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 Amended and Restated Service and Assessment Plan.

[insert itemized list of costs here]

TOTAL REQUESTED: \$ _____

4. The Developer is in compliance with the terms and provisions of the Financing Agreement, the Indenture, and the Amended and Restated Service and Assessment Plan.
5. All conditions set forth in the Indenture and [the Acquisition and Reimbursement Agreement for _____] 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:

[Information regarding Payee, amount, and deposit instructions]

I hereby declare that the above representations and warranties are true and correct.

By:

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include the payments in the City Certificate submitted to the directing payments to be made from the Costs of Issuance Account upon delivery of the Bonds.

CITY OF KYLE, TEXAS

By: _____

Name: _____

Title: _____

APPENDIX C

FORM OF SERVICE AND ASSESSMENT PLAN

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6 Creeks Public Improvement District

2025 PRELIMINARY AMENDED AND RESTATED SERVICE AND
ASSESSMENT PLAN
JANUARY 21, 2025



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INTRODUCTION

Capitalized terms used in this 2025 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2025 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this 2025 Amended and Restated Service and Assessment Plan or an Exhibit attached to and made a part of this 2025 Amended and Restated Service and Assessment Plan for all purposes.

On June 6, 2017, the City Council passed and approved Resolution No. 1065, authorizing the creation of the Blanco River Ranch Public Improvement District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act.

On September 18, 2018, the City Council authorized the renaming of the Blanco River Ranch Public Improvement District to 6 Creeks Public Improvement District.

On October 1, 2018, the City Council passed and approved Ordinance No. 1018, authorizing the levy of Assessments on Improvement Area #1 Assessed Property and approving the Original Service and Assessment Plan for the District.

On May 7, 2019, the City Council passed and approved Ordinance No. 1034, which accepted and approved the 2019 Amended and Restated Service and Assessment Plan. The 2019 Amended and Restated Service and Assessment Plan amended and restated the Original Service and Assessment Plan, in its entirety, for the purposes of (1) incorporated provisions relating to the City’s issuance of the Improvement Area #1 Initial Bonds and (2) updated the Improvement Area #1 Assessment Roll for 2019.

On December 15, 2020, the City Council passed and approved the 2020 Amended and Restated Service and Assessment Plan by approving Ordinance No. 1126, Ordinance No. 1127, and Ordinance No. 1128. The 2020 Amended and Restated Service and Assessment Plan amended and restated the 2019 Amended and Restated Service and Assessment plan, in its entirety, for the purposes of (1) incorporated provisions relating to the City’s issuance of the Improvement Area #1 Additional Bonds, (2) levied the Improvement Area #2 Assessments, (3) incorporated provisions relating to the City’s issuance of the Improvement Area #2 Initial Bonds, and (4) updated the Assessment Rolls.

On July 20, 2021, the City Council approved the 2021 Annual Service Plan Update. The 2021 Annual Service Plan Update updated the Assessment Rolls for 2021.

On October 19, 2021, the City Council passed and approved the 2021 Amended and Restated Service and Assessment Plan by approving Ordinance No. 1169. The 2021 Amended and Restated Service and Assessment Plan amended and restated the 2020 Amended and Restated Service and Assessment Plan, in its entirety, for the purposes of (1) levying Improvement Area #3 Assessments, (2) incorporating provisions relating to the City's issuance of the Improvement Area #3 Initial Bonds, and (3) updating the Assessment Rolls.

On September 8, 2022, the City Council approved the 2022 Annual Service Plan Update by approving Ordinance No. 1221. The 2022 Annual Service Plan Update updated the Assessment Rolls for 2022.

On January 17, 2023, the City Council approved the 2023 Amended and Restated Service and Assessment Plan by approving Ordinance No. 1246. The 2023 Amended and Restated Service and Assessment Plan amended and restated the 2021 Amended and Restated Service and Assessment Plan, in its entirety, for the purposes of (1) levying the Improvement Area #4 Assessments and the Remainder Area Assessment, (2) incorporating provisions relating to the City's issuance of the Improvement Area #4 Bonds and the Improvement Area #2 Additional Bonds, and (3) updating the Assessment Rolls.

On September 5, 2023, the City approved the 2023 Annual Service Plan Update for the District by adopting Ordinance No. 1283. The 2023 Annual Service Plan Update updated the Assessment Rolls for 2023.

On August 20, 2024, the City approved the 2024 Annual Service Plan Update for the District by adopting Ordinance No. 1328. The 2024 Annual Service Plan Update updated the Assessment Rolls for 2024.

The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 858.7 acres located within the extraterritorial jurisdiction of the City, as described legally by metes and bounds on **Exhibit U-1** and depicted within the map on **Exhibit V-1**.

Pursuant to the PID Act, a service and assessment plan must be reviewed and updated at least annually. This document is the 2025 Amended and Restated Service and Assessment Plan, which amends and restates the 2023 Amended and Restated Service and Assessment Plan, in its entirety, for the purposes of (1) levying Improvement Area #5 Assessments, (2) incorporating provisions relating to the City's issuance of the Improvement Area #5 Bonds and the Improvement Area #3 Additional Bonds, and (3) updating the Assessment Rolls.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and

cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is contained in **Exhibit D**. The Improvement Area #2 Assessment Roll is contained in **Exhibit F**. The Improvement Area #3 Assessment Roll is contained in **Exhibit H**. The Improvement Area #4 Assessment Roll is contained in **Exhibit J**. The Improvement Area #5 Assessment Roll is contained in **Exhibit L**. The Remainder Area Assessment Roll is contained in **Exhibit Z**.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against 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**.

SECTION I: DEFINITIONS

“2019 Amended and Restated Service and Assessment Plan” means the 2019 Amended and Restated Service and Assessment Plan passed and approved by City Council on May 7, 2019 by Ordinance No. 1034, which served to amend and restate the Service and Assessment Plan in its entirety for the purposes of (1) incorporating provisions relating to the City’s issuance of the Improvement Area #1 Initial Bonds and (2) updating the Improvement Area #1 Assessment Roll.

“2020 Amended and Restated Service and Assessment Plan” means the 2020 Amended and Restated Service and Assessment Plan passed and approved by City Council on December 15, 2020 by Ordinance No. 1126, Ordinance No. 1127, and Ordinance No. 1128, which served to amend and restate the 2019 Amended and Restated Service and Assessment Plan in its entirety for the purposes of (1) incorporating provisions relating to the City’s issuance of the Improvement Area #1 Additional Bonds, (2) levying the Improvement Area #2 Assessments, (3) incorporating provisions relating to the City’s issuance of the Improvement Area #2 Initial Bonds, and (4) updating the Assessment Rolls.

“2021 Amended and Restated Service and Assessment Plan” means the 2021 Amended and Restated Service and Assessment Plan passed and approved by City Council on October 19, 2021 by Ordinance No. 1169, which served to amend and restate the 2020 Amended and Restated Service and Assessment Plan, as updated by the 2021 Annual Service Plan Update, in its entirety for the purposes of (1) levying Improvement Area #3 Assessments, (2) incorporating provisions relating to the City’s issuance of the Improvement Area #3 Initial Bonds, and (3) updating the Assessment Rolls.

“2021 Annual Service Plan Update” means the 2021 Annual Service Plan Update passed and approved by the City Council on July 20, 2021.

“2022 Annual Service Plan Update” means the 2022 Annual Service Plan Update passed and approved by the City Council on September 8, 2022.

“2023 Amended and Restated Service and Assessment Plan” means the 2023 Amended and Restated Service and Assessment Plan passed and approved by City Council on January 17, 2023 by Ordinance No. 1246, which served to amend and restate the 2021 Amended and Restated Service and Assessment Plan, as updated by the 2022 Annual Service Plan Update, in its entirety for the purposes of (1) levying Improvement Area #4 Assessments and the Remainder Area Assessment (2) incorporating provisions relating to the City’s issuance of the Improvement Area #4 Initial Bonds and the Improvement Area #2 Additional Bonds, and (3) updating the Assessment Rolls.

“2023 Annual Service Plan Update” means the 2023 Annual Service Plan Update passed and approved by the City Council on September 5, 2023.

“2024 Annual Service Plan Update” means the 2024 Annual Service Plan Update passed and approved by the City Council on August 20, 2024.

“2025 Amended and Restated Service and Assessment Plan” means this 2025 Amended and Restated Service and Assessment Plan passed and approved by City Council on _____, 2025, by Ordinance No. _____, which serves to amend and restate the 2023 Amended and Restated Service and Assessment Plan, as updated by the 2024 Annual Service Plan Update, in its entirety for the purposes of (1) levying Improvement Area #5 Assessments (2) incorporating provisions relating to the City’s issuance of the Improvement Area #3 Additional Bonds (3) incorporating provisions related to the City’s issuance of the Improvement Area #5 Bonds, and (4) updating the Assessment Rolls.

“Actual Costs” mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Landowners:

- (1) to plan, finance, design, acquire, construct, install, and dedicate such improvements to the City, including the acquisition of necessary easements and other right-of-way;
- (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings;
- (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals;
- (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals;
- (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and
- (6) to implement, administer, and manage the above-described activities, including a 4% construction management fee.

Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded

from the amount upon which the general contractor and construction management fees are calculated.

“Additional Interest” means the amount collected by application of the Additional Interest Rate.

“Additional Interest Rate” means the 0.50% interest charged on Assessments pursuant to Section 372.018 of the PID Act. The Additional Interest Rate is not charged on Assessments securing the Remainder Area Reimbursement Obligation.

“Administrator” means the City, or the person or independent firm designated by the City who shall have the responsibility provided in this 2025 Amended and Restated Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

“Annual Collection Costs” mean the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for:

- (1) the Administrator;
- (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City;
- (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments;
- (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates;
- (5) issuing, paying, and redeeming PID Bonds;
- (6) investing or depositing Assessments and Annual Installments;
- (7) complying with this 2025 Amended and Restated Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and
- (8) 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, with respect to Assessed Properties, 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, if applicable.

“Annual Service Plan Update” means an update to this 2025 Amended and Restated Service and Assessment Plan 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 imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any 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 any ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on Assessed Property within the District, as shown on any Assessment Roll.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in **Section V**.

“Assessment Roll” means any assessment roll for the Assessed Property within the District, including the Improvement Area #1 Assessment Roll, Improvement Area #2 Assessment Roll, Improvement Area #3 Assessment Roll, Improvement Area #4 Assessment Roll and Remainder Area 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 updates prepared in connection with the levy of an Assessment, the issuance of PID Bonds, or in connection with any Annual Service Plan Update.

“Authorized Improvements” mean improvements authorized by Section 372.003 of the PID Act as more specifically described in **Section III** and depicted on **Exhibit N**.

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, initial trustee fees, paying agent or

registrar fees, and any other cost or expense directly associated with the issuance of PID Bonds.

“City” means the City of Kyle, Texas.

“City Council” means the governing body of the City.

“County” means Hays County, Texas.

“Delinquent Collection Costs” means 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 2025 Amended and Restated Service and Assessment Plan including penalties and reasonable attorney’s fees actually paid but excluding amounts representing interest and penalty interest.

“Designated Successors and Assigns” means (i) an entity to which the Original Owners assigned (in writing) their rights and obligations contained in the Blanco River Ranch Public Improvement District Financing Agreement, by and among the City, HMBRR Development, Inc., HMBRR, LP, and HMBRR, LP #2, dated as of July 18, 2017, as amended; (ii) any entity which is the successor by merger or otherwise to all or substantially all of Original Owners’ assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of the Original Owners.

“Development Agreement” means that certain Blanco River Ranch (Phase 1 Residential Area) De-Annexation and Development Agreement approved by the City Council on May 16, 2017, and as amended on October 6, 2020, which agreement, among other things, establishes the permitted uses of, and standards for the development of, the District.

“District” means the 6 Creeks Public Improvement District, formerly known as the Blanco River Ranch Public Improvement District, consisting of the approximately 858.7 acres within the extraterritorial jurisdiction of the City, as described by metes and bounds on **Exhibit U-1** and depicted within the map on **Exhibit V-1**.

“District Formation Expenses” means the costs associated with forming the District, including but not limited to 1st year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

“Estimated Buildout Value” means the estimated value of an Assessed Property after completion of the horizontal and vertical improvements (e.g. house, office building, etc.), and shall be determined by the Administrator 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 information that may impact value.

“Improvement Area” means specifically defined and designated areas within the District that are developed in phases, including Improvement Area #1, Improvement Area #2, Improvement Area #3 and Improvement Area #4, Improvement Area #5, and each area within the Remainder Area that may be specifically defined and designated as a phase of development.

“Improvement Area #1” means approximately 96.829 acres located within the District, as shown on **Exhibit V-2** and more specifically described in **Exhibit U-2**.

“Improvement Area #1 Additional Bonds” mean those certain “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2020 (6 Creeks Public Improvement District Improvement Area #1 Project)”, that are secured by Improvement Area #1 Assessments.

“Improvement Area #1 Annual Installment” means the annual installment payment on 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, and (4) Additional Interest.

“Improvement Area #1 Assessed Property” means any Parcel within Improvement Area #1 against which an Assessment is levied.

“Improvement Area #1 Assessment” means an Assessment levied against a Parcel within Improvement Area #1 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #1 Assessment Roll” means the Assessment Roll for Improvement Area #1 attached as **Exhibit D**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Improvement Area #1 Authorized Improvements” mean (1) Improvement Area #1 Projects, (2) Improvement Area #1’s allocable share of District Formation Expenses, and (3) Improvement Area #1’s Bond Issuance Costs.

“Improvement Area #1 Improvements” mean those Authorized Improvements that only benefit Improvement Area #1.

“Improvement Area #1 Initial Bonds” mean those certain “City of Kyle, Texas, Special

Assessment Revenue Bonds, Series 2019 (6 Creeks Public Improvement District Improvement Area #1 Project)”, that are secured by Improvement Area #1 Assessments.

“**Improvement Area #1 Owner**” means HMBRR Development, Inc., a Texas corporation.

“**Improvement Area #1 Projects**” mean (1) Improvement Area #1 Improvements and (2) Improvement Area #1’s allocable share of the Major Improvements.

“**Improvement Area #2**” means approximately 77.417 acres located within the District, as shown on **Exhibit V-3** and more specifically described in **Exhibit U-3**.

“**Improvement Area #2 Additional Bonds**” mean those certain “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2023 (6 Creeks Public Improvement District Improvement Area #2B Project)”, that are secured by Improvement Area #2 Assessments.

“**Improvement Area #2 Annual Installment**” means the annual installment payment on the Improvement Area #2 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.

“**Improvement Area #2 Assessed Property**” means any Parcel within Improvement Area #2 against which an Assessment is levied.

“**Improvement Area #2 Assessment**” means an Assessment levied against a Parcel within Improvement Area #2 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“**Improvement Area #2 Assessment Roll**” means the Assessment Roll for Improvement Area #2 attached as **Exhibit F**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“**Improvement Area #2 Authorized Improvements**” mean (1) Improvement Area #2 Projects, (2) Improvement Area #2’s allocable share of District Formation Expenses, and (3) Improvement Area #2’s Bond Issuance Costs.

“**Improvement Area #2 Improvements**” mean those Authorized Improvements that only benefit Improvement Area #2.

“**Improvement Area #2 Initial Bonds**” mean those certain “City of Kyle, Texas, Special

Assessment Revenue Bonds, Series 2020 (6 Creeks Public Improvement District Improvement Area #2 Project)”, that are secured by Improvement Area #2 Assessments.

“**Improvement Area #2 Owner**” means HMBRR Development, Inc., a Texas corporation.

“**Improvement Area #2 Projects**” mean (1) Improvement Area #2 Improvements and (2) Improvement Area #2’s allocable share of the Major Improvements.

“**Improvement Area #3**” means approximately 111.670 acres located within the District, as shown on **Exhibit V-4** and more specifically described in **Exhibit U-4**.

“**Improvement Area #3 Additional Bonds**” mean those certain “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2025 (6 Creeks Public Improvement District Improvement Area #3B Project)”, that are secured by Improvement Area #3 Assessments.

“**Improvement Area #3 Annual Installment**” means the annual installment payment on the Improvement Area #3 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.

“**Improvement Area #3 Assessed Property**” means any Parcel within Improvement Area #3 against which an Assessment is levied.

“**Improvement Area #3 Assessment**” means an Assessment levied against a Parcel within Improvement Area #3 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“**Improvement Area #3 Assessment Roll**” means the Assessment Roll for Improvement Area #3 attached as **Exhibit H**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“**Improvement Area #3 Authorized Improvements**” mean (1) Improvement Area #3 Projects, (2) Improvement Area #3’s allocable share of District Formation Expenses, and (3) Improvement Area #3’s Bond Issuance Costs.

“**Improvement Area #3 Improvements**” mean those Authorized Improvements that only benefit Improvement Area #3.

“**Improvement Area #3 Initial Bonds**” mean those certain “City of Kyle, Texas, Special

Assessment Revenue Bonds, Series 2021 (6 Creeks Public Improvement District Improvement Area #3 Project)”, that are secured by Improvement Area #3 Assessments.

“**Improvement Area #3 Owners**” means HM 6 Creeks Development, Inc. and Taylor Morrison of Texas, Inc.

“**Improvement Area #3 Projects**” mean (1) Improvement Area #3 Improvements and (2) Improvement Area #3’s allocable share of the Major Improvements.

“**Improvement Area #4**” means, collectively, Section 6A, Section 7, Section 12 and Section 13, which collectively is expected to contain 354 single family residential units on approximately 103.33 acres as shown on **Exhibit V-5** and more specifically described in **Exhibit U-5**.

“**Improvement Area #4 Annual Installment**” means the annual installment payment on the Improvement Area #4 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.

“**Improvement Area #4 Assessed Property**” means, collectively, the Section 6A Assessed Property, the Section 7 Assessed Property, the Section 12 Assessed Property, and the Section 13 Assessed Property.

“**Improvement Area #4 Assessment**” means an Assessment levied against Improvement Area #4 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #4 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act. Any reallocation of Improvement Area #4 Assessments will not cause the Section 6A Assessments, Section 7 Assessments, Section 12 Assessments, or Section 13 Assessments to increase.

“**Improvement Area #4 Assessment Roll**” means the Assessment Roll for Improvement Area #4 attached as **Exhibit J**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“**Improvement Area #4 Authorized Improvements**” means, (1) the Improvement Area #4 Projects, (2) Improvement Area #4’s allocable share of the District Formation Expenses, and (3) Improvement Area #4 Bond Issuance Costs.

“**Improvement Area #4 Bonds**” mean those certain “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2023 (6 Creeks Public Improvement District Improvement Area #4 Project)”, that are secured by Improvement Area #4 Assessments.

“Improvement Area #4 Improvements” means collectively, the Section 6A Improvements, Section 7 Improvements, Section 12 Improvements, and Section 13 Improvements.

“Improvement Area #4 Owners” means HMBRR Development, Inc., HM 6 Creeks Development, Inc., and Pulte Homes of Texas, L.P.

“Improvement Area #4 Projects” means (1) Improvement Area #4 Improvements and (2) Improvement Area #4’s allocable share of Major Improvements.

“Improvement Area #5” means approximately 15.92 acres of land, which collectively is expected to contain 71 single family residential units on as shown on **Exhibit V-6** and more specifically described in **Exhibit U-10**.

“Improvement Area #5 Annual Installment” means the annual installment payment on the Improvement Area #5 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.

“Improvement Area #5 Assessed Property” means any Parcel within Improvement Area #5 against which an Assessment is levied.

“Improvement Area #5 Assessment” means an Assessment levied against Improvement Area #5 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #5 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act. Any reallocation of Improvement Area #5 Assessments will not cause the Improvement Area #5 Assessments to increase.

“Improvement Area #5 Assessment Roll” means the Assessment Roll for Improvement Area #5 attached as **Exhibit L**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Improvement Area #5 Authorized Improvements” means, (1) the Improvement Area #5 Projects, (2) Improvement Area #5’s allocable share of the District Formation Expenses, and (3) Improvement Area #5 Bond Issuance Costs.

“Improvement Area #5 Bonds” means those certain “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2025 (6 Creeks Public Improvement District Improvement Area #5 Project)”, that are secured by Improvement Area #5 Assessments.

“Improvement Area #5 Improvements” means those Authorized Improvements that only benefit Improvement Area #5.

“Improvement Area #5 Owner(s)” means HM 6 Creeks Development, Inc., Highland Homes – Austin, LLC, and PHAU – 6 Creeks, LLC.

“Improvement Area #5 Projects” means (1) Improvement Area #5 Improvements and (2) Improvement Area #5’s allocable share of Major Improvements.

“Indenture” means an Indenture of Trust, including a Master Indenture of Trust and one or more Supplemental Indentures issued pursuant to the terms thereof, entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and the Trustee setting forth terms and conditions related to the PID Bonds.

“Landowners” means collectively the Original Owners, Improvement Area #1 Owner, Improvement Area #2 Owner, Improvement Area #3 Owners, Improvement Area #4 Owners, and the Improvement Area #5 Owners.

“Lot” means, for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. lot size, home product, 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 determined by the Administrator and confirmed by the City Council.

“Lot Type 1” means a Lot in Improvement Area #1 designated as such on the Improvement Area #1 Assessment Roll, marketed or sold to homebuilders as a 50’ Lot. The homebuyer disclosure for Lot Type 1 is attached as **Exhibit R**.

“Lot Type 2” means a Lot in Improvement Area #1 designated as such on the Improvement Area #1 Assessment Roll, marketed or sold to homebuilders as a 55’ Lot. The homebuyer disclosure for Lot Type 2 is attached as **Exhibit R**.

“Lot Type 3” means a Lot in Improvement Area #1 designated as such on the Improvement Area #1 Assessment Roll, marketed or sold to homebuilders as a 60’ Lot. The homebuyer disclosure for Lot Type 3 is attached as **Exhibit R**.

“Lot Type 4” means a Lot in Improvement Area #1 designated as such on the Improvement Area #1 Assessment Roll, marketed or sold to homebuilders as a 70’ Lot. The homebuyer disclosure for Lot Type 4 is attached as **Exhibit R**.

“Lot Type 5” means a Lot in Improvement Area #2 designated as such on the Improvement Area #2 Assessment Roll, marketed or sold to homebuilders as a 50’ Lot. The homebuyer disclosure for Lot Type 5 is attached as **Exhibit R**.

“Lot Type 6” means a Lot in Improvement Area #2 designated as such on the Improvement Area #2 Assessment Roll, marketed or sold to homebuilders as a 55’ Lot. The homebuyer disclosure for Lot Type 6 is attached as **Exhibit R**.

“Lot Type 7” means a Lot in Improvement Area #2 designated as such on the Improvement Area #2 Assessment Roll, marketed or sold to homebuilders as a 60’ Lot. The homebuyer disclosure for Lot Type 7 is attached as **Exhibit R**.

“Lot Type 8” means a Lot in Improvement Area #2 designated as such on the Improvement Area #2 Assessment Roll, marketed or sold to homebuilders as a 70’ Lot. The homebuyer disclosure for Lot Type 8 is attached as **Exhibit R**.

“Lot Type 9” means a Lot in Improvement Area #3 designated as such on the Improvement Area #3 Assessment Roll, marketed or sold to homebuilders as a 55’ Lot. The homebuyer disclosure for Lot Type 9 is attached as **Exhibit R**.

“Lot Type 10” means a Lot in Improvement Area #3 designated as such on the Improvement Area #3 Assessment Roll, marketed or sold to homebuilders as a 60’ Lot. The homebuyer disclosure for Lot Type 10 is attached as **Exhibit R**.

“Lot Type 11” means a Lot in Improvement Area #3 designated as such on the Improvement Area #3 Assessment Roll, marketed or sold to homebuilders as a 70’ Lot. The homebuyer disclosure for Lot Type 11 is attached as **Exhibit R**.

“Lot Type 12” means a Lot within Section 6A of Improvement Area #4 designated as such on the Improvement Area #4 Assessment Roll, marketed or sold to homebuilders as a garden Lot. The homebuyer disclosure for Lot Type 12 is attached as **Exhibit R**.

“Lot Type 13” means a Lot within Section 7 of Improvement Area #4 designated as such on the Improvement Area #4 Assessment Roll, marketed or sold to homebuilders as a 55’ Lot. The homebuyer disclosure for Lot Type 13 is attached as **Exhibit R**.

“Lot Type 14” means a Lot within Section 13 of Improvement Area #4 designated as such on the Improvement Area #4 Assessment Roll, marketed or sold to homebuilders as a 60’ Lot. The homebuyer disclosure for Lot Type 14 is attached as **Exhibit R**.

“Lot Type 15” means a Lot within Section 13 of Improvement Area #4 designated as such on the Improvement Area #4 Assessment Roll, marketed or sold to homebuilders as a 65’ Lot. The homebuyer disclosure for Lot Type 15 is attached as **Exhibit R**.

“Lot Type 16” means a Lot within Section 12 of Improvement Area #4 designated as such on the Improvement Area #4 Assessment Roll, marketed or sold to homebuilders as a 50’ Lot. The homebuyer disclosure for Lot Type 16 is attached as **Exhibit R**.

“Lot Type 17” means a Lot within Improvement Area #5 designated as such on the Improvement Area #5 Assessment Roll, marketed or sold to homebuilders as a garden Lot. The homebuyer disclosure for Lot Type 17 is attached as **Exhibit R**.

“Major Improvements” means the Authorized Improvements that benefit more than one Improvement Area.

“Maximum Assessment” means for each Lot Type within Improvement Area #1, Improvement Area #2, Improvement Area #3, Improvement Area #4, or Improvement Area #5 an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown on **Exhibit P**.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements.

“Notice of Assessment Termination” means a recorded document evidencing the termination of a PID Assessment Lien, a form of which is attached as **Exhibit O**.

“Original Owners” means HMBRR Development, Inc., a Texas corporation, HMBRR L.P., a Texas limited partnership, and HMPRR L.P. #2, a Texas limited partnership.

“Original Service and Assessment Plan” means the original Service and Assessment Plan dated September 18, 2018, and approved by City Council on October 1, 2018.

“Parcel(s)” means a property identified by either a tax map identification number assigned by the Hays Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means as determined by the City.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bonds” mean bonds issued by the City that are secured by Assessments levied on Assessed Property within the District, including, but not limited to, the Improvement Area #1 Initial Bonds, Improvement Area #1 Additional Bonds, Improvement Area #2 Initial Bonds, Improvement Area #2 Additional Bonds, Improvement Area #3 Initial Bonds, and Improvement Area #4 Bonds.

“Prepayment” means the payment of all or a portion of an Assessment before the due date of the final 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.

“Pulte Homes of Texas, L.P.” means Pulte Homes of Texas, L.P., a Texas Limited partnership.

“Remainder Area” includes all property within the District excepting Improvement Area #1, Improvement Area #2, Improvement Area #3, Improvement Area #4, Improvement Area #5 and certain land within the District designated as parkland or right-of-way and land owned by the HOA. The annual installment schedule for the Remainder Area is shown on **Exhibit Y**.

“Remainder Area Assessed Property” means any Parcel within the Remainder Area against which an Assessment is levied.

“Remainder Area Assessment” means an Assessment levied against the Remainder Area Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Remainder Area Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Remainder Area Assessment Roll” means the Assessment Roll for the Remainder Area attached as **Exhibit Z**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Remainder Area Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act which provide a special benefit to Remainder Area Assessed Property.

“Remainder Area Owners” means HM 6 Creeks Development, Inc., and Pulte Homes of Texas., L.P.

“Remainder Area Reimbursement Agreement” means that certain “6 Creeks Public Improvement District Improvement Remainder Area Reimbursement Agreement” effective January 17, 2023, entered into by and between the City and the HM 6 Creeks Development, Inc., whereby all or a portion of the Actual Costs of the Remainder Area Authorized Improvements will be paid to the HM 6 Creeks Development, Inc. from Assessments to reimburse the HM 6 Creeks Development, Inc. for Actual Costs paid by the HM 6 Creeks Development, Inc., without interest, that are eligible to be paid with Assessments.

“Remainder Area Reimbursement Obligation” means an amount not to exceed \$3,290,424.31 to be paid to the HM 6 Creeks Development, Inc., pursuant to the Remainder Reimbursement Agreement.

“Section 6A” means a portion of Improvement Area #4, which is expected to contain 79 single family residential units on approximately 22.253 acres, as described by metes and bounds on **Exhibit U-6**, and as depicted on **Exhibit V-5**.

“Section 6A Assessment” means an Assessment levied against the Section 6A Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #4 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Section 6A Assessed Property” means all Parcels within Section 6A other than Non-Benefited Property.

“Section 6A Improvements” means Authorized Improvements that only benefit Section 6A Assessed Property, which are generally described in **Section III** and generally depicted on **Exhibit N**.

“Section 6A Owner” means HMBRR Development, Inc.

“Section 6A Projects” means the Section 6A Improvements and Section 6A’s allocable share of the Major Improvements and the Section 6A pro rata share of the First Year Annual Collection Costs and the Bond Issuance Costs related to the Improvement Area #4 Bonds.

“Section 7” means a portion of Improvement Area #4, which is expected to contain 69 single family residential units on approximately 17.756 acres, as described by metes and bounds on **Exhibit U-7**, and as depicted on **Exhibit V-5**.

“Section 7 Assessment” means an Assessment levied against the Section 7 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the

Improvement Area #4 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Section 7 Assessed Property” means all Parcels within Section 7 other than Non-Benefited Property.

“Section 7 Improvements” means Authorized Improvements that benefit Section 7 Assessed Property, which are generally described in **Section III** and generally depicted on **Exhibit N**.

“Section 7 Owner” means HMBRR Development, Inc.

“Section 7 Projects” means the Section 7 Improvements and Section 7’s allocable share of the Major Improvements and the Section 7 pro rata share of the First Year Annual Collection Costs and the Bond Issuance Costs related to the Improvement Area #4 Bonds.

“Section 12” means a portion of Improvement Area #4, which is expected to contain 83 single family residential units on approximately 19.168 acres, as described by metes and bounds on **Exhibit U-8**, and as depicted on **Exhibit V-5**.

“Section 12 Assessment” means an Assessment levied against the Section 12 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #4 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Section 12 Assessed Property” means all Parcels within Section 12 other than Non-Benefited Property.

“Section 12 Improvements” means Authorized Improvements that benefit Section 12 Assessed Property, which are generally described in **Section III** and generally depicted on **Exhibit N**.

“Section 12 Owner” means HM 6 Creeks Development, Inc.

“Section 12 Projects” means the Section 12 Improvements and Section 12’s allocable share of the Major Improvements and the Section 12 pro rata share of the First Year Annual Collection Costs and the Bond Issuance Costs related to the Improvement Area #4 Bonds.

“Section 13” means a portion of Improvement Area #4, which is expected to contain 123 single family residential units on approximately 44.153 acres, as described by metes and bounds on **Exhibit U-9**, and as depicted on **Exhibit V-5**.

“Section 13 Assessment” means an Assessment levied against the Section 13 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the

Improvement Area #4 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Section 13 Assessed Property” means all Parcels within Section 13 other than Non-Benefited Property.

“Section 13 Improvements” means Authorized Improvements that benefit Section 13 Assessed Property, which are generally described in **Section III** and generally depicted on **Exhibit N**.

“Section 13 Owner” means Pulte Homes of Texas., L.P.

“Section 13 Projects” means the Section 13 Improvements and Section 13’s allocable share of the Major Improvements and the Section 13 pro rata share of the First Year Annual Collection Costs and the Bond Issuance Costs related to the Improvement Area #4 Bonds.

“Service Plan” covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

“Taylor Morrison of Texas, Inc.” means Taylor Morrison of Texas, Inc., a Texas company.

“Trustee” means the trustee (or successor trustee) under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 858.70 acres located within the extraterritorial jurisdiction of the City, as described legally by metes and bounds on **Exhibit U-1** and depicted within the map on **Exhibit V-1**. Development of the District is anticipated to include 2,030 single-family homes.

Improvement Area #1 includes approximately 96.829 acres as more particularly described by metes and bounds on **Exhibit U-2** and depicted on **Exhibit V-2**. Improvement Area #1 contains 334 single-family homes.

Improvement Area #2 includes approximately 77.417 acres as more particularly described by metes and bounds on **Exhibit U-3** and depicted on **Exhibit V-3**. Improvement Area #2 contains 260 single-family homes.

Improvement Area #3 includes approximately 111.670 acres as more particularly described by metes and bounds on **Exhibit U-4** and depicted on **Exhibit V-4**. Improvement Area #3 contains 357 single-family homes.

Improvement Area #4 consists of Section 6A, Section 7, Section 12 and Section 13, totaling approximately 103.33 acres and containing 354 single-family homes.

1. Section 6A consists of approximately 22.253 acres projected to contain 79 single-family homes, as depicted on **Exhibit V-5** and as described in **Exhibit U-6**.
2. Section 7 consists of approximately 17.756 acres projected to contain 69 single-family homes, as depicted on **Exhibit V-5** and as described in **Exhibit U-7**.
3. Section 12 consists of approximately 19.168 acres projected to contain 83 single-family homes, as depicted on **Exhibit V-5** and as described in **Exhibit U-8**.
4. Section 13 consists of approximately 44.153 acres projected to contain 123 single-family homes, as depicted on **Exhibit V-5** and as described in **Exhibit U-9**.

Improvement Area #5 includes approximately 15.92 acres as more particularly described by metes and bounds on **Exhibit U-10** and depicted on **Exhibit V-6**. Development of Improvement Area #5 is anticipated to contain 71 single-family homes.

SECTION III: AUTHORIZED IMPROVEMENTS

Authorized Improvements include Major Improvements, Improvement Area #1 Improvements, Improvement Area #2 Improvements, Improvement Area #3 Improvements, Improvement Area #4 Improvements, Improvement Area #5 Improvements, District Formation Expenses and Bond Issuances Costs as described below.

A. Major Improvements

The City, based on information provided by the HM 6 Creeks Development, Inc., and its engineer and on review by the City staff and by third-party consultants retained by the City, determined that the Major Improvements confer a special benefit on the Assessed Property. Major Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City unless otherwise indicated. The budget for the Major Improvements, as well as the allocation of the Actual Costs of the Major Improvements, is shown on **Exhibit A**.

- *WWTP Capacity Payment*

Payment to the City to finance the District's allocable share of the costs of the City's wastewater treatment plant expansion. The first 286 Lots in the District can be served by the existing wastewater treatment plant, which was increased to 680 Lots temporarily until the new wastewater treatment plant expansion was completed in 2022. The City is constructing the wastewater treatment plant expansion to serve the Lots beyond the first 286 Lots, a portion of which is paid for with a \$1,500,000 wastewater treatment plant capacity payment made from HMBRR Development, Inc. to the City.

- *Lift Station and Force Main*

Improvements include a lift station to serve 1814 LUE's, approximately 7,000 linear feet of 12" force main and approximately 7,500 linear feet of 10" and 12" gravity interceptors. The first 286 lots in the District can be served without the lift station and force main improvements.

- *Offsite Water*

Improvements include approximately 7,000 linear feet of 12" and 16" water line along FM 150 and participation in a 500,000-gallon ground storage tank and an 800,000-gallon elevated storage tank.

- *Old Stagecoach Road*

Improvements include excavation, embankment, subgrade stabilization, flexible base, asphalt, curbs, 8' concrete trail/sidewalk, signage, and re-vegetation of disturbed areas within the right of way. Old Stagecoach Road will be approximately 2,000 linear feet of an undivided 60' ROW roadway with 2 – 12' lanes and 6' bike lanes. The roadway and cross-section are designed per the Exhibit K in the approved Development Agreement.

- *Parks & Trails*

Improvements include over 3 miles of 8' and 10' concrete trails built along Old Stagecoach Road, 6 Creeks Boulevard and unnamed collector street west of 6 Creeks Boulevard. Additionally, there will be over 3 miles of 6' natural trails built within the drainage draws throughout the project and will ultimately extend to the Blanco River. Park and trail improvements for the first 725 Lots within the District were completed concurrently with Improvement Area #1.

- *Entry, Walls & Landscaping*

Improvements include several miles of 6' masonry subdivision walls along 6 Creeks Boulevard, Old Stagecoach Road and main collector roads. Project entryway monuments will be located along 6 Creeks Boulevard at major intersections along with fully landscaped and irrigated right of way and medians. Entry, walls, and landscaping improvements for the first 725 Lots within the District were completed concurrently with Improvement Area #1.

B. Improvement Area #1 Improvements

The City, based on information provided by the Improvement Area #1 Owner and its engineer and on review by the City staff and by third-party consultants retained by the City, determined that the Improvement Area #1 Improvements confer a special benefit on the Improvement Area #1 Assessed Property. Improvement Area #1 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City unless otherwise indicated. The budget for the Improvement Area #1 Improvements, as well as the allocation of the Actual Costs of the Improvement Area #1 Improvements, is shown on **Exhibit A**.

- *Street*

Improvements include subgrade stabilization (including lime treatment and compaction), concrete, asphalt, and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that provide street access to each Lot within Improvement Area #1. These projects provide access to community roadways and state highways. The street improvements were designed and constructed in accordance with City standards and specifications and are owned and operated by the County.

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of Improvement Area #1.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines include the necessary appurtenances to be fully operational extending wastewater service to the limits of Improvement Area #1.

- *Drainage*

Improvements include earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, and concrete outfalls necessary to provide storm drainage for Improvement Area #1. This project was designed and constructed in accordance with City standards and specifications, as modified by the Development Agreement. The City owns any drainage improvements not constructed within a roadway, and a homeowner's association entered into a maintenance agreement to maintain the improvements. Any drainage improvements constructed within a roadway are owned and operated by the County.

- *Detention/Water Quality Pond*

Improvements include construction of detention and water quality ponds required for Improvement Area #1. This project was designed and constructed in accordance with Texas Commission on Environmental Quality and City standards and specifications. The improvements are owned by the City and maintained by a property owners association.

C. Improvement Area #2 Improvements

The City, based on information provided by the Improvement Area #2 Owner and its engineer and on review by the City staff and by third-party consultants retained by the City, determined that the Improvement Area #2 Improvements confer a special benefit on the Improvement Area #2 Assessed Property. Improvement Area #2 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City unless otherwise indicated. The budget for the Improvement Area #2 Improvements, as well as the allocation of the Actual Costs of the Improvement Area #2 Improvements is shown on **Exhibit A**.

- *Streets*

Improvements include subgrade stabilization (including lime treatment and compaction), concrete, asphalt, and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot within Improvement Area #2. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the County.

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of Improvement Area #2.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of Improvement Area #2.

- *Drainage*

Improvements include earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, and concrete outfalls necessary to provide storm drainage for Improvement Area #2. This project will be designed and constructed in accordance with City standards and specifications, as modified by the Development Agreement. The City will own any drainage improvements not constructed within a roadway, and a homeowner's association will enter into a maintenance agreement to maintain the improvements. Any drainage improvements constructed within a roadway will be owned and operated by the County.

- *Detention/Water Quality Pond*

Improvements include construction of detention and water quality ponds required for Improvement Area #2. This project will be designed and constructed in accordance with Texas Commission on Environmental Quality and City standards and specifications. The improvements will be owned by the City and maintained by a property owners association.

D. Improvement Area #3 Improvements

The City, based on information provided by HM 6 Creeks Development, Inc., and its engineer and on review by the City staff and by third-party consultants retained by the City, determined that the Improvement Area #3 Improvements confer a special benefit on the Improvement Area #3 Assessed Property. Improvement Area #3 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City unless otherwise indicated. The budget for the Improvement Area #3 Improvements, as well as the allocation of the Actual Costs of the Improvement Area #3 Improvements, is shown on **Exhibit A**.

- *Streets*

Improvements include subgrade stabilization (including lime treatment and compaction), concrete, asphalt, and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot within Improvement Area #3. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the County.

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of Improvement Area #3.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of Improvement Area #3.

- *Drainage*

Improvements include earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, and concrete outfalls necessary to provide storm drainage for Improvement Area #3. This project will be designed and constructed in accordance with City standards and specifications, as modified by the

Development Agreement. The City will own any drainage improvements not constructed within a roadway, and a homeowner's association will enter into a maintenance agreement to maintain the improvements. Any drainage improvements constructed within a roadway will be owned and operated by the County.

- *Detention/Water Quality Pond*

Improvements include construction of detention and water quality ponds required for Improvement Area #3. This project will be designed and constructed in accordance with Texas Commission on Environmental Quality and City standards and specifications. The improvements will be owned by the City and maintained by a property owners association.

E. Improvement Area #4 Improvements

The City, based on information provided by HMBRR Development, Inc., and HM 6 Creeks Development, Inc. and their engineer(s) and on review by the City staff and by third-party consultants retained by the City, determined that the Improvement Area #4 Improvements confer a special benefit on the Improvement Area #4 Assessed Property, as described below. Improvement Area #4 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City unless otherwise indicated. The budget for the Improvement Area #4 Improvements, as well as the allocation of the Actual Costs of the Improvement Area #4 Improvements, is shown on **Exhibit A**.

Improvement Area #4 Improvements consist of the Section 6A Improvements, the Section 7 Improvements, the Section 12 Improvements and the Section 13 Improvements as described below.

Section 6A Improvements

The Section 6A Improvements are described below. Maps showing the location of the Section 6A Improvements are included in **Exhibit N**.

- *Streets*

Improvements include subgrade stabilization (including lime treatment and compaction), concrete, asphalt, and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot within Section 6A. These projects will provide access to community roadways and state highways. The street improvements will be designed and

constructed in accordance with City standards and specifications and will be owned and operated by the County.

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of Section 6A.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of Section 6A.

- *Drainage*

Improvements include earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, and concrete outfalls necessary to provide storm drainage for Section 6A. This project will be designed and constructed in accordance with City standards and specifications, as modified by the Development Agreement. The City will own any drainage improvements not constructed within a roadway, and a homeowner's association will enter into a maintenance agreement to maintain the improvements. Any drainage improvements constructed within a roadway will be owned and operated by the County.

- *Landscaping/Walls*

Improvements include 6' masonry subdivision walls along fully landscaped and irrigated right of way and medians along Rio Blanco Way and entry monumentation at the entry to Section 6A.

The Section 6A Improvements will provide a special benefit to Section 6A Assessed Property. Accordingly, the Section 6A Improvements are allocated to Section 6A Assessed Property based on the special benefit each Parcel receives. **Exhibit A** summarized the allocation of each Section 6A Improvement. The costs shown in **Exhibit A** are estimates and may be revised in Annual Service Plan Updates but may not result in increased Special Assessments unless a supplemental assessment is levied in compliance with the requirements under the PID Act and all requirements to ensure that the interest on PID Bonds remains exempt from federal income tax.

Section 7 Improvements

The Section 7 Improvements are described below. Maps showing the location of the Section 7 Improvements are included in **Exhibit N**.

- *Streets*

Improvements include subgrade stabilization (including lime treatment and compaction), concrete, asphalt, and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot within Section 7. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the County.

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of Section 7.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of Section 7.

- *Drainage*

Improvements include earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, and concrete outfalls necessary to provide storm drainage for Section 7. This project will be designed and constructed in accordance with City standards and specifications, as modified by the Development Agreement. The City will own any drainage improvements not constructed within a roadway, and a homeowner's association will enter into a maintenance agreement to maintain the improvements. Any drainage improvements constructed within a roadway will be owned and operated by the County.

- *Landscaping/Walls*

Improvements include 6' masonry subdivision walls along with fully landscaped and

irrigated right of way and medians along Cold River Run and entry monumentation at the entry to Section 7.

The Section 7 Improvements will provide a special benefit to Section 7 Assessed Property. Accordingly, the Section 7 Improvements are allocated to Section 7 Assessed Property based on the special benefit each Parcel receives. **Exhibit A** summarized the allocation of each Section 7 Improvement. The costs shown in **Exhibit A** are estimates and may be revised in Annual Service Plan Updates but may not result in increased Special Assessments unless a supplemental assessment is levied in compliance with the requirements under the PID Act and all requirements to ensure that the interest on PID Bonds remains exempt from federal income tax.

Section 12 Improvements

The Section 12 Improvements are described below. Maps showing the location of the Section 12 Improvements are included in **Exhibit N**.

- *Streets*

Improvements include subgrade stabilization (including lime treatment and compaction), concrete, asphalt, and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot within Section 12. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the County.

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of Section 12.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of Section 12.

- *Drainage*

Improvements include earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, and concrete outfalls necessary to provide storm drainage for Section 12. This project will be designed and constructed in accordance with City standards and specifications, as modified by the Development Agreement. The City will own any drainage improvements not constructed within a roadway, and a homeowner’s association will enter into a maintenance agreement to maintain the improvements. Any drainage improvements constructed within a roadway will be owned and operated by the County.

- *Detention/Water Quality Pond*

Improvements include construction of detention and water quality ponds required for Section 12. This project will be designed and constructed in accordance with Texas Commission on Environmental Quality and City standards and specifications. The improvements will be owned by the City and maintained by a property owners association.

The Section 12 Improvements will provide a special benefit to Section 12 Assessed Property. Accordingly, the Section 12 Improvements are allocated to Section 12 Assessed Property based on the special benefit each Parcel receives. **Exhibit A** summarized the allocation of each Section 12 Improvement. The costs shown in **Exhibit A** are estimates and may be revised in Annual Service Plan Updates but may not result in increased Special Assessments unless a supplemental assessment is levied in compliance with the requirements under the PID Act and all requirements to ensure that the interest on PID Bonds remains exempt from federal income tax.

Section 13 Improvements

The Section 13 Improvements are described below. Maps showing the location of the Section 13 Improvements are included in **Exhibit N**.

- *Streets*

Improvements include subgrade stabilization (including lime treatment and compaction), concrete, asphalt, and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot within Section 13. These projects will provide access to community roadways and state highways. The street improvements will be designed and

constructed in accordance with City standards and specifications and will be owned and operated by the County.

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of Section 13.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of Section 13.

- *Drainage*

Improvements include earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, and concrete outfalls necessary to provide storm drainage for Section 13. This project will be designed and constructed in accordance with City standards and specifications, as modified by the Development Agreement. The City will own any drainage improvements not constructed within a roadway, and a homeowner's association will enter into a maintenance agreement to maintain the improvements. Any drainage improvements constructed within a roadway will be owned and operated by the County.

- *Detention/Water Quality Pond*

Improvements include construction of detention and water quality ponds required for Section 13. This project will be designed and constructed in accordance with Texas Commission on Environmental Quality and City standards and specifications. The improvements will be owned by the City and maintained by a property owners association.

- *Landscaping/Walls*

Improvements include 6' masonry subdivision walls along with fully landscaped and irrigated right of way and medians along 6 Creeks Boulevard, and entry monumentation at the entry to Section 13.

The Section 13 Improvements will provide a special benefit to Section 13 Assessed Property. Accordingly, the Section 13 Improvements are allocated to Section 13 Assessed Property based on the special benefit each Parcel receives. **Exhibit A** summarized the allocation of each Section 13 Improvement. The costs shown in **Exhibit A** are estimates and may be revised in Annual Service Plan Updates but may not result in increased Special Assessments unless a supplemental assessment is levied in compliance with the requirements under the PID Act and all requirements to ensure that the interest on PID Bonds remains exempt from federal income tax.

F. Improvement Area #5 Improvements

The City, based on information provided by HM 6 Creeks Development, Inc., and its engineer and on review by the City staff and by third-party consultants retained by the City, determined that the Improvement Area #5 Improvements confer a special benefit on the Improvement Area #5 Assessed Property. Improvement Area #5 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City unless otherwise indicated. The budget for the Improvement Area #5 Improvements, as well as the allocation of the Actual Costs of the Improvement Area #5 Improvements, is shown on **Exhibit A**.

- *Streets*

Improvements include subgrade stabilization (including lime treatment and compaction), concrete, asphalt, and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, temporary erosion controls, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot within Improvement Area #5. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the County.

- *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of Improvement Area #5.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of

Improvement Area #5.

- *Drainage*

Improvements include earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, and concrete outfalls necessary to provide storm drainage for Improvement Area #5. This project will be designed and constructed in accordance with City standards and specifications, as modified by the Development Agreement. The City will own any drainage improvements not constructed within a roadway, and a homeowner's association will enter into a maintenance agreement to maintain the improvements. Any drainage improvements constructed within a roadway will be owned and operated by the County.

- *Detention/Water Quality Pond*

Improvements include construction of detention and water quality ponds required for Improvement Area #5. This project will be designed and constructed in accordance with Texas Commission on Environmental Quality and City standards and specifications. The improvements will be owned by the City and maintained by a property owners association.

- *Soft Costs*

Improvements including engineering, planning and legal expenses to construct the above-described hard costs. Includes costs related to soils improvements.

G. District Formation Expenses

Includes first year District administration reserves, costs, and expenses directly associated with forming the District.

H. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount required under an applicable Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*

Equals the capitalized interest payments on PID Bonds as reflected in an applicable Indenture.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds plus a fee for underwriter's counsel.

- *Cost of Issuance*

Includes costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, County costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance 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 shall be updated in each Annual Service Plan Update. **Exhibit B** summarizes the Service Plan for the District.

Exhibit C summarizes the sources and uses of funds required for the Authorized Improvements. The sources and uses of funds shown on **Exhibit C** shall be updated in each Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City 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, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2025 Amended and Restated Service and Assessment Plan describes the special benefit received by each Assessed Property within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City 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 Landowners and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by HMBRR Development, Inc. and HM 6 Creeks Development, Inc. and their engineer(s) and on review by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements shall be allocated as follows:

- Major Improvements shall be allocated between Improvement Area #1, Improvement Area #2, Improvement Area #3, Improvement Area #4, Improvement Area #5 and the Remainder Area pro rata based on the estimated number of Lots in each Improvement Area receiving benefit from Major Improvements, as shown on **Exhibit C**.
- Improvement Area #1 Improvements are allocated 100% to Improvement Area #1 Assessed Property.
- Improvement Area #2 Improvements are allocated 100% to the Improvement Area #2 Assessed Property.
- Improvement Area #3 Improvements are allocated 100% to the Improvement Area #3 Assessed Property.
- Improvement Area #4
 - a) Section 6A Improvements
 - The Section 6A Improvements are allocated entirely to the Section 6A Assessed Property.
 - b) Section 7 Improvements
 - The Section 7 Improvements are allocated entirely to the Section 7 Assessed Property.
 - c) Section 12 Improvements
 - The Section 12 Improvements are allocated entirely to the Section 12 Assessed Property.
 - d) Section 13 Improvements
 - The Section 13 Improvements are allocated entirely to the Section 13 Assessed Property.
- Improvement Area #5 Improvements are allocated 100% to the Improvement Area #5 Assessed Property.

B. Assessments

Improvement Area #1 Assessments were levied entirely on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit D**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit E**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments were levied entirely on the Improvement Area #2 Assessed Property as shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit F**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #3 Assessments were levied entirely on the Improvement Area #3 Assessed Property as shown on the Improvement Area #3 Assessment Roll, attached hereto as **Exhibit H**. The projected Improvement Area #3 Annual Installments are shown on **Exhibit I**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #4 Assessments were allocated among the Section 6A Assessed Property, the Section 7 Assessed Property, the Section 12 Assessed Property, and the Section 13 Assessed Property based on the allocation of the Actual Costs of the Improvement Area #4 Improvements, the Bond Issuance Costs related to the Improvement Area #4 Improvements and the First Year Annual Collection Costs, as described in **Section V.A**. The Improvement Area #4 Assessments levied against the Improvement Area #4 Assessed Property are shown on the Improvement Area #4 Assessment Roll attached hereto as **Exhibit J**. The projected Improvement Area #4 Annual Installments are shown on **Exhibit K**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #5 Assessments will be levied entirely on the Improvement Area #5 Assessed Property as shown on the Improvement Area #5 Assessment Roll, attached hereto as **Exhibit L**. The projected Improvement Area #5 Annual Installments are shown on **Exhibit M**, subject to revisions made during any Annual Service Plan Update.

Remainder Area Assessments were allocated to the Remainder Area Assessed Property based on the Actual Costs of the Remainder Area Authorized Improvements, as described in **Section V.A**. The Remainder Area Assessments levied against the Remainder Area Assessed Property are shown on the Remainder Area Assessment Roll attached hereto as **Exhibit Z**. The projected Annual Installments for the Remainder Area are shown on **Exhibit Y**, subject to revisions made during any Annual Service Plan Update.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Landowners and their engineer(s) and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- *Improvement Area #1*

1. The costs of Improvement Area #1 Authorized Improvements equal \$13,874,813 as shown on **Exhibit A**; and

2. The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Authorized Improvements equal to or greater than the Actual Costs of the Improvement Area #1 Authorized Improvements; and
 3. The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied for the Improvement Area #1 Authorized Improvements, totaling \$11,915,000, of which \$10,550,965.06 remains outstanding as shown on the Improvement Area #1 Assessment Roll, attached as **Exhibit D**; and
 4. The special benefit (\geq \$13,874,813) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Authorized Improvements is greater than the amount of Improvement Area #1 Assessments (\$11,915,000) levied on the Improvement Area #1 Assessed Property.
 5. At the time the City Council approved the Assessment Ordinance levying Assessments on Improvement Area #1, the Improvement Area #1 Owner owned 100% of the Improvement Area #1 Assessed Property. In a landowner agreement with the City, the Improvement Area #1 Owner acknowledged that the Improvement Area #1 Authorized Improvements confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for the Actual Costs associated therewith. The Improvement Area #1 Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Assessment Ordinance approved by City Council on October 1, 2018, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.
- *Improvement Area #2*
 1. The costs of Improvement Area #2 Authorized Improvements equal \$10,640,990 as shown on **Exhibit A**; and
 2. The Improvement Area #2 Assessed Property receives special benefit from the Improvement Area #2 Authorized Improvements equal to or greater than the Actual Costs of the Improvement Area #2 Authorized Improvements; and
 3. The Improvement Area #2 Assessed Property was allocated 100% of the Improvement Area #2 Assessments levied for the Improvement Area #2 Authorized Improvements, totaling \$10,975,000. At the time the Improvement Area #2 Additional Bonds were issued, the Improvement Area #2 Assessments were reduced by \$375,000 in order to keep the Improvement Area #2 Annual Installments consistent with the amounts shown at the time the Improvement Area #2 Assessments were levied, resulting in an adjusted Improvement Area #2 Assessment of \$10,600,000, of which \$9,687,000.25 remains outstanding as shown on the Improvement Area #2 Assessment Roll, attached as **Exhibit F**; and

4. The special benefit ($\geq \$10,640,990$) received by the Improvement Area #2 Assessed Property from the Improvement Area #2 Authorized Improvements is greater than or equal to the amount of Improvement Area #2 Assessments ($\$10,600,000$) levied on the Improvement Area #2 Assessed Property.
 5. At the time the City Council approved the Assessment Ordinance levying Assessments on Improvement Area #2, the Improvement Area #2 Owner owned 100% of the Improvement Area #2 Assessed Property. In a landowner agreement with the City, the Improvement Area #2 Owner acknowledged that the Improvement Area #2 Authorized Improvements confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for the Actual Costs associated therewith. The Improvement Area #2 Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein, (2) the Assessment Ordinance approved by City Council on December 15, 2020, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.
- *Improvement Area #3*
 1. The costs of Improvement Area #3 Authorized Improvements equal $\$17,250,245$ as shown on **Exhibit A**; and
 2. The Improvement Area #3 Assessed Property receives special benefit from the Improvement Area #3 Authorized Improvements equal to or greater than the Actual Costs of the Improvement Area #3 Authorized Improvements; and
 3. The Improvement Area #3 Assessed Property was allocated 100% of the Improvement Area #3 Assessments levied for the Improvement Area #3 Authorized Improvements, totaling $\$17,633,065$. At the time the Improvement Area #3 Additional Bonds are issued, the Improvement Area #3 Assessments will be reduced by $\$865,154$ in order to keep the Improvement Area #3 Annual Installments consistent with the amounts shown at the time the Improvement Area #3 Assessments were levied, and due to the reclassification of three Lots within Improvement Area #3 and subsequent reduction of the Improvement Area #3 Reimbursement Obligation for the affected Lots in the amount of $\$10,977.36$ per Lot; Improvement Area #3 has an adjusted outstanding Assessment of $\$16,004,000$; and
 4. The special benefit ($\geq \$17,250,425$) received by the Improvement Area #3 Assessed Property from the Improvement Area #3 Authorized Improvements is greater than the amount of Improvement Area #3 Assessments ($\$16,853,888$) levied on the Improvement Area #3 Assessed Property.
 5. At the time the City Council approved the Assessment Ordinance levying Assessments on Improvement Area #3, the Improvement Area #3 Owners owned 100% of the

Improvement Area #3 Assessed Property. In a landowner agreement with the City, the Improvement Area #3 Owners acknowledged that the Improvement Area #3 Authorized Improvements confer a special benefit on the Improvement Area #3 Assessed Property and consented to the imposition of the Improvement Area #3 Assessments to pay for the Actual Costs associated therewith. The Improvement Area #3 Owners ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein, and (2) the Assessment Ordinance levying the Improvement Area #3 Assessments on the Improvement Area #3 Assessed Property.

- *Improvement Area #4*

- a. Section 6A Projects

1. The Actual Costs of the Section 6A Projects equal \$2,659,000 as shown on **Exhibit A**; and
2. The Section 6A Assessed Property receives special benefit from the Section 6A Projects equal to or greater than the Actual Costs of the Section 6A Projects; and
3. The Section 6A Assessed Property was allocated 100% of the Section 6A Assessments levied for the Section 6A Projects, which equal \$2,659,000, of which \$2,600,000 remains outstanding; and
4. The special benefit (\geq \$2,659,000) received by the Section 6A Assessed Property from the Section 6A Projects is equal to the amount of Section 6A Assessments (\$2,659,000) levied on the Section 6A Assessed Property.
5. At the time the City Council approved the Assessment Ordinance levying Assessments on Section 6A, the Section 6A Owner owned 100% of the Section 6A Assessed Property. In a landowner agreement with the City, the Section 6A Owner acknowledged that the Section 6A Projects confer a special benefit on the Section 6A Assessed Property and consented to the imposition of the Section 6A Assessments to pay for the Actual Costs associated therewith. The Section 6A Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein, (2) the Assessment Ordinance approved by City Council on January 17, 2023, and (3) the levying of the Section 6A Assessments on the Section 6A Assessed Property.

- b. Section 7 Projects

1. The Actual Costs of the Section 7 Projects equal \$2,739,000 as shown on **Exhibit A**; and

2. The Section 7 Assessed Property receives special benefit from the Section 7 Projects equal to or greater than the Actual Costs of the Section 7 Projects; and
3. The Section 7 Assessed Property was allocated 100% of the Section 7 Assessments levied for the Section 7 Projects, which equal \$2,739,000, of which \$2,678,000 remains outstanding; and
4. The special benefit (\geq \$2,739,000) received by the Section 7 Assessed Property from the Section 7 Projects is equal to the amount of Section 7 Assessments (\$2,739,000) levied on the Section 7 Assessed Property.
5. At the time the City Council approved the Assessment Ordinance levying Assessments on Section 7, the Section 7 Owner owned 100% of the Section 7 Assessed Property. In a landowner agreement with the City, the Section 7 Owner acknowledged that the Section 7 Projects confer a special benefit on the Section 7 Assessed Property and consented to the imposition of the Section 7 Assessments to pay for the Actual Costs associated therewith. The Section 7 Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein, (2) the Assessment Ordinance approved by City Council on January 17, 2023, and (3) the levying of the Section 7 Assessments on the Section 7 Assessed Property.

c. Section 12 Projects

1. The Actual Costs of the Section 12 Projects equal \$2,915,000 as shown on **Exhibit A**; and
2. The Section 12 Assessed Property receives special benefit from the Section 12 Projects equal to or greater than the Actual Costs of the Section 12 Projects; and
3. The Section 12 Assessed Property was allocated 100% of the Section 12 Assessments levied for the Section 12 Projects, which equal \$2,915,000, of which \$2,851,000 remains outstanding; and
4. The special benefit (\geq \$2,915,000) received by the Section 12 Assessed Property from the Section 12 Projects is equal to the amount of Section 12 Assessments (\$2,915,000) levied on the Section 12 Assessed Property.
5. At the time the City Council approved the Assessment Ordinance levying Assessments on Section 12, the Section 12 Owner owned 100% of the Section 12 Assessed Property. In a landowner agreement with the City, the Section 12 Owner acknowledged that the Section 12 Projects confer a special benefit on the Section 12 Assessed Property and consented to the imposition of the Section 12 Assessments to pay for the Actual Costs associated therewith. The

Section 12 Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein, (2) the Assessment Ordinance approved by City Council on January 17, 2023, and (3) the levying of the Section 12 Assessments on the Section 12 Assessed Property.

d. Section 13 Projects

1. The Actual Costs of the Section 13 Projects equal \$9,250,000 as shown on **Exhibit A**; and
2. The Section 13 Assessed Property receives special benefit from the Section 13 Projects equal to or greater than the Actual Costs of the Section 13 Projects; and
3. The Section 13 Assessed Property was allocated 100% of the Section 13 Assessments levied for the Section 13 Projects which equal \$9,250,000, of which \$9,046,000 remains outstanding; and
4. The special benefit (\geq \$9,250,000) received by the Section 13 Assessed Property from the Section 13 Projects is equal to the amount of Section 13 Assessments (\$9,250,000) levied on the Section 13 Assessed Property.
5. At the time the City Council approved the Assessment Ordinance levying Assessments on Section 13, the Section 13 Owner owned 100% of the Section 13 Assessed Property. In a landowner agreement with the City, the Section 13 Owner acknowledged that the Section 13 Projects confer a special benefit on the Section 13 Assessed Property and consented to the imposition of the Section 13 Assessments to pay for the Actual Costs associated therewith. The Section 13 Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein, (2) the Assessment Ordinance approved by City Council on January 17, 2023, and (3) the levying of the Section 13 Assessments on the Section 13 Assessed Property.

▪ *Improvement Area #5*

1. The costs of Improvement Area #5 Authorized Improvements equal \$4,063,723 as shown on **Exhibit A**; and
2. The Improvement Area #5 Assessed Property receives special benefit from the Improvement Area #5 Authorized Improvements equal to or greater than the Actual Costs of the Improvement Area #5 Authorized Improvements; and
3. The Improvement Area #5 Assessed Property will be allocated 100% of the Improvement Area #5 Assessments levied for the Improvement Area #5 Authorized Improvements, totaling \$3,604,000; and

4. The special benefit ($\geq \$4,063,723$) received by the Improvement Area #5 Assessed Property from the Improvement Area #5 Authorized Improvements is greater than the amount of Improvement Area #5 Assessments ($\$3,604,000$) levied on the Improvement Area #5 Assessed Property.
 5. At the time the City Council approved the Assessment Ordinance levying Assessments on Improvement Area #5, the Improvement Area #5 Owner(s) owned 100% of the Improvement Area #5 Assessed Property. In separate landowner consent certificates, the Improvement Area #5 Owner(s) acknowledged that the Improvement Area #5 Authorized Improvements confer a special benefit on the Improvement Area #5 Assessed Property and consented to the imposition of the Improvement Area #5 Assessments to pay for the Actual Costs associated therewith. The Improvement Area #5 Owner(s) ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein, (2) the Assessment Ordinance approved by City Council, and (3) the levying of the Improvement Area #5 Assessments on the Improvement Area #5 Assessed Property.
- *Remainder Area*
 1. The costs of Remainder Area Authorized Improvements equal $\$2,968,190$ as shown on **Exhibit A**; and
 2. The Remainder Area Assessed Property receives special benefit from the Remainder Area Authorized Improvements equal to or greater than the Actual Costs of the Remainder Area Authorized Improvements; and
 3. The Remainder Area Assessed Property was allocated 100% of the Remainder Area Assessments levied for the Remainder Area Authorized Improvements, at the time the Improvement Area #5 Bonds are issued, the Remainder Area Assessments will be reduced by $\$322,234$ due to the allocation of the applicable Major Improvements to Improvement Area #5, the Remainder Area has an adjusted outstanding Assessment totaling $\$2,968,190$ as shown on the Remainder Area Assessment Roll, attached as **Exhibit Z**; and
 4. The special benefit ($\geq \$2,968,190$) received by the Remainder Area Assessed Property from the Remainder Area Authorized Improvements is equal to the amount of Remainder Area Assessments ($\$2,968,190$) levied on the Remainder Area Assessed Property.
 5. At the time the City Council approved the Assessment Ordinance levying Assessments on Remainder Area, the Remainder Area Owner owned 100% of the Remainder Area Assessed Property. In the Remainder Area Reimbursement Agreement, the Remainder Area Owner acknowledged that the Remainder Area Authorized Improvements confer a special benefit on the Remainder Area Assessed Property and

consented to the imposition of the Remainder Area Assessments to pay for the Actual Costs associated therewith. The Remainder Area Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Assessment Ordinance approved by City Council on January 17, 2023, and (3) the levying of the Remainder Area Assessments on the Remainder Area Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. 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 in Annual Service Plan Updates based on Actual Costs incurred.

E. Interest

- *Interest on Assessments Securing the Improvement Area #1 Initial Bonds*

The interest rate on Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property may exceed the interest rate on the Improvement Area #1 Initial Bonds by the Additional Interest Rate. Interest at the rate of the Improvement Area #1 Initial Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

- *Interest on Assessments Securing Improvement Area #1 Additional Bonds*

The interest rate on Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property may exceed the interest rate on the Improvement Area #1 Additional Bonds by the Additional Interest Rate. Interest at the rate of the Improvement Area #1 Additional Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

- *Interest on Assessments Securing the Improvement Area #2 Initial Bonds*

The interest rate on Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property may exceed the interest rate on the Improvement Area #2 Initial Bonds by the Additional Interest Rate. Interest at the rate of the Improvement Area #2 Initial Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

- *Interest on Assessments Securing Improvement Area #2 Additional Bonds*

The interest rate on Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property may exceed the interest rate on the Improvement Area #2 Additional Bonds by the Additional Interest Rate. Interest at the rate of the Improvement Area #2 Additional Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

- *Interest on Assessments Securing the Improvement Area #3 Initial Bonds*

The interest rate on Improvement Area #3 Assessments levied on the Improvement Area #3 Assessed Property may exceed the interest rate on the Improvement Area #3 Initial Bonds by the Additional Interest Rate. Interest at the rate of the Improvement Area #3 Initial Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

- *Interest on Assessments Securing Improvement Area #3 Additional Bonds*

The interest rate on Improvement Area #3 Assessments levied on the Improvement Area #3 Assessed Property may exceed the interest rate on the Improvement Area #3 Additional Bonds by the Additional Interest Rate. Interest at the rate of the Improvement Area #3 Additional Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

- *Interest on Assessments Securing the Improvement Area #4 Bonds*

The interest rate on Improvement Area #4 Assessments levied on the Improvement Area #4 Assessed Property may exceed the interest rate on the Improvement Area #4 Bonds by the Additional Interest Rate. Interest at the rate of the Improvement Area #4 Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

- *Interest on Assessments Securing the Improvement Area #5 Bonds*

The interest rate on Improvement Area #5 Assessments levied on the Improvement Area #5 Assessed Property may exceed the interest rate on the Improvement Area #5 Bonds by the Additional Interest Rate. Interest at the rate of the Improvement Area #5 Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

- *Interest on Assessments Securing the Remainder Area Reimbursement Obligation*

The interest on Assessments securing the Remainder Area Reimbursement Obligation shall be collected at rates established under the Remainder Area Reimbursement Agreement.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of 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 the newly divided Assessed Properties

The calculation of the Estimated Buildout Value of an Assessed Property shall be performed by the Administrator. The calculation as confirmed by the City Council shall be conclusive.

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 an update to this 2025 Amended and Restated Service and Assessment Plan approved by the City Council.

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 same Lot Type

D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefited Property

E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Landowners 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 Estimated Buildout Value for a Lot shall be performed by the Administrator and confirmed by the City Council.

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 an update to this 2025 Amended and Restated Service and Assessment Plan approved by the City Council.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, 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.

B. True-up of Assessments if Maximum Assessment Exceeded

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the applicable Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the landowner shall partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments, the owner transferring the Assessed Property shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, the Assessments shall be reduced on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs. The Assessments shall not, however, be reduced to an amount less than the 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 the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of Prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with interest to the date of Prepayment: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit 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; and (4) the City shall provide the owner with a recordable Notice of PID Assessment Lien Termination, a form of which is attached as **Exhibit O**.

If an Assessment is paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit 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 and corresponding Annual Installments shall be reduced to the extent of the Prepayment made.

F. Prepayment as a Result of Eminent Domain Proceeding or Taking

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-Benefited 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-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below. If the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment and Annual Installments applicable to the Remaining Property will be reduced by the amount of the partial Prepayment.

In all instances the Assessment remaining on the Remaining Property shall not exceed the 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-Benefited Property and the remaining 90 acres of 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 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 be \$90 and the Annual Installments adjusted accordingly.

Notwithstanding the previous paragraphs in this subsection (F), if the owner 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 Maximum Assessment on the Remaining Property. The owner will remain liable to pay the Annual Installments 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 (F), the Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

G. Payment of Assessment in Annual Installments

Except for the Remainder Area Assessment, Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit E** shows the projected Annual Installments for Improvement Area #1. **Exhibit G** shows the projected Annual Installments for Improvement Area #2. **Exhibit I** shows the projected Annual Installments for Improvement Area #3. **Exhibit K** shows the projected Annual Installments for Improvement Area #4. **Exhibit M** shows the projected Annual Installments for Improvement Area #5. **Exhibit Y** shows the projected Annual Installments for the Remainder Area. Annual Installments are subject to adjustment in each Annual Service Plan Update.

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. Annual Collection Costs shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be reduced by any 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 for the City. The City Council may provide for other means of collecting Annual Installments. 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 the Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with 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.

SECTION VII: ASSESSMENT ROLLS

The Improvement Area #1 Assessment Roll is attached as **Exhibit D**. The Improvement Area #2 Assessment Roll is attached as **Exhibit F**. The Improvement Area #3 Assessment Roll is attached as **Exhibit H**. The Improvement Area #4 Assessment Roll is attached as **Exhibit J**. The Improvement Area #5 Assessment Roll is attached as **Exhibit L**. The Remainder Area Assessment Roll is attached as **Exhibit Z**. The Administrator shall prepare and submit to the City Council, for review and approval, proposed revisions to the Assessment Rolls and Annual Installments for each Parcel within the District as part of each Annual Service Plan Update. A list of Prepayments of Assessments in full within the District is attached as **Exhibit S**. A list of partial Prepayments of Assessments within the District is attached as **Exhibit T**.

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 2025 Amended and Restated Service and Assessment Plan, 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 approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public hearing, and within 30 days after closing such hearing, 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 may take such corrective action as is authorized by the PID Act, this 2025 Amended and Restated Service and Assessment Plan, the Assessment Ordinance, or the Indenture, or is 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 2025 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this

2025 Amended and Restated Service and Assessment Plan 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 2025 Amended and Restated Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2025 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2025 Amended and Restated Service and Assessment Plan. Interpretations of this 2025 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public hearing at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Severability

If any provision of this 2025 Amended and Restated Service and Assessment Plan 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.

E. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, 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 **Exhibit R**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance of this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

LIST OF EXHIBITS

Exhibit A	Authorized Improvements
Exhibit B	Service Plan
Exhibit C	Sources and Uses
Exhibit D	Improvement Area #1 Assessment Roll
Exhibit E	Improvement Area #1 Annual Installments
Exhibit F	Improvement Area #2 Assessment Roll
Exhibit G	Improvement Area #2 Annual Installments
Exhibit H	Improvement Area #3 Assessment Roll
Exhibit I	Improvement Area #3 Annual Installments
Exhibit J	Improvement Area #4 Assessment Roll
Exhibit K	Improvement Area #4 Annual Installments
Exhibit L	Improvement Area #5 Assessment Roll
Exhibit M	Improvement Area # #5 Annual Installments
Exhibit N	Maps of Authorized Improvements
Exhibit O	Notice of PID Assessment Lien Termination
Exhibit P	Maximum Assessment
Exhibit Q-1	Improvement Area #1 Initial Bonds Debt Service Schedule
Exhibit Q-2	Improvement Area #1 Additional Bonds Debt Service Schedule
Exhibit Q-3	Improvement Area #2 Initial Bonds Debt Service Schedule
Exhibit Q-4	Improvement Area #2 Additional Bonds Debt Service Schedule
Exhibit Q-5	Improvement Area #3 Initial Bonds Debt Service Schedule
Exhibit Q-6	Improvement Area #3 Additional Bonds Debt Service Schedule
Exhibit Q-7	Improvement Area #4 Bonds Debt Service Schedule
Exhibit Q-8	Improvement Area #5 Bonds Debt Service Schedule
Exhibit R	Buyer Disclosures
Exhibit S	Prepayments of Assessments in Full

Exhibit T	Partial Prepayments of Assessments
Exhibit U-1	District Legal Description
Exhibit U-2	Improvement Area #1 Legal Description
Exhibit U-3	Improvement Area #2 Legal Description
Exhibit U-4	Improvement Area #3 Legal Description
Exhibit U-5	Improvement Area #4 Legal Description
Exhibit U-6	Improvement Area #5 Legal Description
Exhibit U-7	Section 6A Legal Description
Exhibit U-8	Section 7 Legal Description
Exhibit U-9	Section 12 Legal Description
Exhibit U-10	Section 13 Legal Description
Exhibit V-1	District Boundary Map
Exhibit V-2	Improvement Area #1 Boundary Map
Exhibit V-3	Improvement Area #2 Boundary Map
Exhibit V-4	Improvement Area #3 Boundary Map
Exhibit V-5	Improvement Area #4 Boundary Map
Exhibit V-6	Improvement Area #5 Boundary Map
Exhibit W	Lot Type Map
Exhibit X	Estimated Buildout Value
Exhibit Y	Remainder Area Annual Installment Schedule
Exhibit Z	Remainder Area Assessment Roll

EXHIBIT A – AUTHORIZED IMPROVEMENTS

	Total Costs [a]		Improvement Area #1		Improvement Area #2		Improvement Area #3	
			%	Costs	%	Costs	%	Costs
<i>Major Improvements</i>								
WWTP Capacity Payment [b]	\$	1,200,000	2.75%	\$ 33,028	14.91%	\$ 178,899	20.47%	\$ 245,642
Lift Station & Force Main [b]		3,588,000	2.75%	98,752	14.91%	534,908	20.47%	734,470
Offsite Water [c]		2,080,000	16.45%	342,227	12.81%	266,404	17.59%	365,793
Old Stagecoach Road [c]		1,560,000	16.45%	256,670	12.81%	199,803	17.59%	274,345
Parks & Trails [d]		702,000	46.07%	323,404	35.86%	251,752	18.07%	126,844
Entry, Walls & Landscaping [d]		2,444,000	46.07%	1,125,926	35.86%	876,469	18.07%	441,606
	\$	11,574,000		\$ 2,180,006		\$ 2,308,235		\$ 2,188,700
<i>Improvement Area #1 Improvements</i>								
Streets [h]	\$	2,853,778	100%	\$ 2,853,778	0.00%	\$ -	0.00%	\$ -
Water		1,446,469	100%	1,446,469	0.00%	-	0.00%	-
Wastewater		1,871,035	100%	1,871,035	0.00%	-	0.00%	-
Drainage [i]		1,389,142	100%	1,389,142	0.00%	-	0.00%	-
Detention/WQP		2,109,226	100%	2,109,226	0.00%	-	0.00%	-
	\$	9,669,650		\$ 9,669,650		\$ -		\$ -
<i>Improvement Area #2 Improvements</i>								
Streets [j]	\$	3,292,121	0.00%	\$ -	100%	\$ 3,292,121	0.00%	\$ -
Water		1,125,611	0.00%	-	100%	1,125,611	0.00%	-
Wastewater		1,336,121	0.00%	-	100%	1,336,121	0.00%	-
Drainage [i]		425,048	0.00%	-	100%	425,048	0.00%	-
Detention/WQP		534,400	0.00%	-	100%	534,400	0.00%	-
Contingency		100,000	0.00%	-	100%	100,000	0.00%	-
	\$	6,813,301		\$ -		\$ 6,813,301		\$ -
<i>Improvement Area #3 Improvements</i>								
Streets [k]	\$	5,050,400	0.00%	\$ -	0.00%	\$ -	100%	\$ 5,050,400
Water		2,466,200	0.00%	-	0.00%	-	100%	2,466,200
Wastewater		2,483,900	0.00%	-	0.00%	-	100%	2,483,900
Drainage [i]		1,244,900	0.00%	-	0.00%	-	100%	1,244,900
Detention/WQP		1,298,000	0.00%	-	0.00%	-	100%	1,298,000
	\$	12,543,400		\$ -		\$ -		\$ 12,543,400
<i>Improvement Area #4 Improvements</i>								
Streets [l]	\$	4,948,576	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Water		2,357,810	0.00%	-	0.00%	-	0.00%	-
Wastewater		2,592,543	0.00%	-	0.00%	-	0.00%	-
Drainage [i]		1,048,983	0.00%	-	0.00%	-	0.00%	-
Detention/WQP		637,725	0.00%	-	0.00%	-	0.00%	-
Landscaping/Walls		1,119,600		-		-		-
	\$	12,705,236		\$ -		\$ -		\$ -
<i>Improvement Area #5 Improvements</i>								
Streets	\$	1,399,500	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Water		539,500	0.00%	-	0.00%	-	0.00%	-
Wastewater		304,000	0.00%	-	0.00%	-	0.00%	-
Drainage		149,500	0.00%	-	0.00%	-	0.00%	-
Temp Erosion Controls		29,500	0.00%	-	0.00%	-	0.00%	-
Water Quality Ponds		159,000	0.00%	-	0.00%	-	0.00%	-
Soft Costs		435,600	0.00%	-	0.00%	-	0.00%	-
	\$	3,016,600		\$ -		\$ -		\$ -
<i>District Formation and Bond Issuance Costs</i>								
Reserve Fund [m][n][o]	\$	3,561,590		\$ 599,194		\$ 483,678		\$ 852,798
Capitalized Interest		1,506,808		430,607		154,089		323,587
Underwriter Discount [m][n][o]		1,805,130		357,450		314,400		498,270
Cost of Issuance [m][n][o]		2,929,218		592,905		526,522		813,490
Net Bond Discount		764		-		764		-
Original Issue Discount		50,263		-		-		-
District Administration Fund		185,000		45,000		40,000		30,000
	\$	10,038,772		\$ 2,025,156		\$ 1,519,454		\$ 2,518,145
Total	\$	66,360,960		\$ 13,874,813		\$ 10,640,990		\$ 17,250,245

	Total Costs [a]	Improvement Area #4							
		% Costs		% Costs		% Costs		% Costs	
		Section 6A	Section 7	Section 12	Section 13	Section 6A	Section 7	Section 12	Section 13
<i>Major Improvements</i>									
WWTP Capacity Payment [b]	\$ 1,200,000	4.53%	\$ 54,358	3.96%	\$ 47,477	4.76%	\$ 57,110	7.05%	\$ 84,633
Lift Station & Force Main [b]	3,588,000	4.53%	162,530	3.96%	141,956	4.76%	170,759	7.05%	253,053
Offsite Water [c]	2,080,000	3.89%	80,946	3.40%	70,700	4.09%	85,044	6.06%	126,030
Old Stagecoach Road [c]	1,560,000	3.89%	60,709	3.40%	53,025	4.09%	63,783	6.06%	94,522
Parks & Trails [d]	702,000	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Entry, Walls & Landscaping [d]	2,444,000	0.00%	-	0.00%	-	0.00%	-	0.00%	-
	\$ 11,574,000		\$ 358,543		\$ 313,158		\$ 376,697		\$ 558,238
<i>Improvement Area #1 Improvements</i>									
Streets [h]	\$ 2,853,778	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Water	1,446,469	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Wastewater	1,871,035	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Drainage [i]	1,389,142	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Detention/WQP	2,109,226	0.00%	-	0.00%	-	0.00%	-	0.00%	-
	\$ 9,669,650		\$ -		\$ -		\$ -		\$ -
<i>Improvement Area #2 Improvements</i>									
Streets [j]	\$ 3,292,121	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Water	1,125,611	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Wastewater	1,336,121	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Drainage [i]	425,048	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Detention/WQP	534,400	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Contingency	100,000	0.00%	-	0.00%	-	0.00%	-	0.00%	-
	\$ 6,813,301		\$ -		\$ -		\$ -		\$ -
<i>Improvement Area #3 Improvements</i>									
Streets [k]	\$ 5,050,400	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Water	2,466,200	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Wastewater	2,483,900	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Drainage [i]	1,244,900	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Detention/WQP	1,298,000	0.00%	-	0.00%	-	0.00%	-	0.00%	-
	\$ 12,543,400		\$ -		\$ -		\$ -		\$ -
<i>Improvement Area #4 Improvements</i>									
Streets [l]	\$ 4,948,576	14.81%	\$ 732,875	17.29%	\$ 855,487	15.75%	\$ 779,242	52.16%	\$ 2,580,972
Water	2,357,810	20.91%	493,051	18.13%	427,502	19.97%	470,897	40.99%	966,359
Wastewater	2,592,543	14.11%	365,915	11.97%	310,213	13.86%	359,329	60.06%	1,557,085
Drainage [i]	1,048,983	16.58%	173,879	23.61%	247,657	12.18%	127,730	47.64%	499,716
Detention/WQP	637,725	0.00%	-	0.00%	-	40.96%	261,240	59.04%	376,485
Landscaping/Walls	1,119,600	3.75%	42,000	6.97%	78,000	0.00%	-	89.28%	999,600
	\$ 12,705,236		\$ 1,807,720		\$ 1,918,860		\$ 1,998,438		\$ 6,980,219
<i>Improvement Area #5 Improvements</i>									
Streets	\$ 1,399,500	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Water	539,500	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Wastewater	304,000	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Drainage	149,500	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Temp Erosion Controls	29,500	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Water Quality Ponds	159,000	0.00%	-	0.00%	-	0.00%	-	0.00%	-
Soft Costs	435,600	0.00%	-	0.00%	-	0.00%	-	0.00%	-
	\$ 3,016,600		\$ -		\$ -		\$ -		\$ -
<i>District Formation and Bond Issuance Costs</i>									
Reserve Fund [m][n][o]	\$ 3,561,590		\$ 203,809		\$ 209,941		\$ 223,431		\$ 709,000
Capitalized Interest	1,506,808		74,141		76,372		81,277		257,926
Underwriter Discount [m][n][o]	1,805,130		79,770		82,170		87,450		277,500
Cost of Issuance [m][n][o]	2,929,218		121,349		124,424		132,731		419,576
Net Bond Discount	764		-		-		-		-
Original Issue Discount	50,263		7,613		7,838		8,338		26,475
District Administration Fund	185,000		6,056		6,238		6,639		21,067
	\$ 10,038,772		\$ 492,737		\$ 506,982		\$ 539,865		\$ 1,711,544
Total	\$ 66,360,960		\$ 2,659,000		\$ 2,739,000		\$ 2,915,000		\$ 9,250,000

	Total Costs [a]		Improvement Area #5		Remainder Area	
			%	Cost	%	Cost
<i>Major Improvements</i>						
WWTP Capacity Payment [b]	\$	1,200,000	4.07%	\$ 48,853.21	37.50%	\$ 450,000
Lift Station & Force Main [b]		3,588,000	4.07%	146,071	37.50%	1,345,500
Offsite Water [c]		2,080,000	3.50%	72,749	32.22%	670,108
Old Stagecoach Road [c]		1,560,000	3.50%	54,562	32.22%	502,581
Parks & Trails [d]		702,000	0.00%	-	0.00%	0
Entry, Walls & Landscaping [d]		2,444,000	0.00%	-	0.00%	0
	\$	<u>11,574,000</u>		\$ 322,234.66		\$ 2,968,190
<i>Improvement Area #1 Improvements</i>						
Streets [h]	\$	2,853,778	0.00%	\$ -	0.00%	\$ -
Water		1,446,469	0.00%	-	0.00%	-
Wastewater		1,871,035	0.00%	-	0.00%	-
Drainage [i]		1,389,142	0.00%	-	0.00%	-
Detention/WQP		2,109,226	0.00%	-	0.00%	-
	\$	<u>9,669,650</u>		\$ -		\$ -
<i>Improvement Area #2 Improvements</i>						
Streets [j]	\$	3,292,121	0.00%	\$ -	0.00%	\$ -
Water		1,125,611	0.00%	-	0.00%	-
Wastewater		1,336,121	0.00%	-	0.00%	-
Drainage [i]		425,048	0.00%	-	0.00%	-
Detention/WQP		534,400	0.00%	-	0.00%	-
Contingency		100,000	0.00%	-	0.00%	-
	\$	<u>6,813,301</u>		\$ -		\$ -
<i>Improvement Area #3 Improvements</i>						
Streets [k]	\$	5,050,400	0.00%	\$ -	0.00%	\$ -
Water		2,466,200	0.00%	-	0.00%	-
Wastewater		2,483,900	0.00%	-	0.00%	-
Drainage [i]		1,244,900	0.00%	-	0.00%	-
Detention/WQP		1,298,000	0.00%	-	0.00%	-
	\$	<u>12,543,400</u>		\$ -		\$ -
<i>Improvement Area #4 Improvements</i>						
Streets [l]	\$	4,948,576	0.00%	\$ -	0.00%	\$ -
Water		2,357,810	0.00%	-	0.00%	-
Wastewater		2,592,543	0.00%	-	0.00%	-
Drainage [i]		1,048,983	0.00%	-	0.00%	-
Detention/WQP		637,725	0.00%	-	0.00%	-
Landscaping/Walls		1,119,600	0.00%	-	0.00%	-
	\$	<u>12,705,236</u>		\$ -		\$ -
<i>Improvement Area #5 Improvements</i>						
Streets	\$	1,399,500	100.00%	\$ 1,399,500	0.00%	\$ -
Water		539,500	100.00%	539,500	0.00%	-
Wastewater		304,000	100.00%	304,000	0.00%	-
Drainage		149,500	100.00%	149,500	0.00%	-
Temp Erosion Controls		29,500	100.00%	29,500	0.00%	-
Water Quality Ponds		159,000	100.00%	159,000	0.00%	-
Soft Costs		435,600	100.00%	435,600	0.00%	-
	\$	<u>3,016,600</u>		\$ 3,016,600		\$ -
<i>District Formation and Bond Issuance Costs</i>						
Reserve Fund [m][n][o]	\$	3,561,590		\$ 279,740		\$ -
Capitalized Interest		1,506,808		108,808		-
Underwriter Discount [m][n][o]		1,805,130		108,120		-
Cost of Issuance [m][n][o]		2,929,218		198,220		-
Net Bond Discount		764		-		-
Original Issue Discount		50,263		-		-
District Administration Fund		185,000		30,000		-
	\$	<u>10,038,772</u>		\$ 724,888		\$ -
Total	\$	66,360,960		\$ 4,063,723		\$ 2,968,190

Notes:

[a] Includes 4% construction management and 14% soft costs, including engineering and design, construction inspection fees, geotechnical testing, and contingency. The WWTP Capacity Payment does not require soft costs or construction management.

[b] There is sufficient capacity for the first 286 Lots in the District. 85.63% of Improvement Area #1 is served with the existing capacity. The City has agreed to temporarily serve up to 680 Lots until the wastewater improvements are constructed. The cost is allocated pro rata based on the number of lots that are not served with existing capacity, which total 1,744 for the District.

[c] Allocated pro rata based on the estimated number of Lots.

[d] Improvements will be constructed for the first 725 Lots. The costs are allocated pro rata based on the estimated number of Lots.

[e] Allocated pro rata based on estimated number of lots for all lots North of 6 Creeks Blvd (Phases 11, 12, 13a, 13b, 14a, 14b, 15, 16, 17, 18, 19, 20, and 21, totaling 991 lots).

[f] Allocated pro rata based on the estimated number of lots for all lots benefitting from the offsite sewer (Phases 11, 12, 13a, 13b, 14a, and 14b, totaling 447 lots).

[g] Allocated pro rata based on estimated number of lots remaining in Improvement Area #4 and Future Improvement Area (Phases 6, 7, 11, 12, 13a, 13b, 14a, 14b, 15, 16, 17, 18, 19, 20, and 21, totaling 1,139 lots).

[h] Includes local streets within Improvement Area #1 as well as collector streets constructed within Improvement Area #1.

[i] Includes erosion control costs.

[j] Includes local streets within Improvement Area #2 as well as collector streets constructed within Improvement Area #2.

[k] Includes local streets within Improvement Area #3 as well as collector streets constructed within Improvement Area #3.

[l] Includes local streets within Improvement Area #4 as well as collector streets constructed within Improvement Area #4.

[m] Improvement Area #1 includes costs associated with issuing Improvement Area #1 Additional Bonds.

[n] Improvement Area #2 includes costs associated with issuing Improvement Area #2 Additional Bonds

[o] Improvement Area #3 includes costs associated with issuing Improvement Area #3 Additional Bonds

EXHIBIT B – SERVICE PLAN

Improvement Area #1						
Annual Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
<i>Improvement Area #1 Initial Bonds</i>						
Principal		\$ 215,000.00	\$ 225,000.00	\$ 235,000.00	\$ 245,000.00	\$ 255,000.00
Interest		307,312.50	298,443.76	289,162.50	279,468.76	269,362.50
Additional Interest		33,550.00	32,475.00	31,350.00	30,175.00	28,950.00
	(1)	\$ 555,862.50	\$ 555,918.76	\$ 555,512.50	\$ 554,643.76	\$ 553,312.50
<i>Improvement Area #1 Additional Bonds</i>						
Principal		\$ 135,000.00	\$ 135,000.00	\$ 140,000.00	\$ 145,000.00	\$ 150,000.00
Interest		132,925.00	129,550.00	125,500.00	121,300.00	116,950.00
Additional Interest		19,700.00	19,025.00	18,350.00	17,650.00	16,925.00
	(2)	\$ 287,625.00	\$ 283,575.00	\$ 283,850.00	\$ 283,950.00	\$ 283,875.00
Annual Collection Costs	(3)	\$ 24,703.37	\$ 25,197.44	\$ 25,701.39	\$ 26,215.41	\$ 26,739.72
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 868,190.87	\$ 864,691.20	\$ 865,063.89	\$ 864,809.17	\$ 863,927.22
Improvement Area #2						
Annual Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
<i>Improvement Area #2 Initial Bonds</i>						
Principal		\$ 185,000.00	\$ 190,000.00	\$ 195,000.00	\$ 200,000.00	\$ 210,000.00
Interest		216,393.75	211,537.50	205,600.00	199,506.25	193,256.25
Additional Interest		29,700.00	28,775.00	27,825.00	26,850.00	25,850.00
	(1)	\$ 431,093.75	\$ 430,312.50	\$ 428,425.00	\$ 426,356.25	\$ 429,106.25
<i>Improvement Area #2 Additional Bonds</i>						
Principal		\$ 90,000.00	\$ 94,000.00	\$ 100,000.00	\$ 106,000.00	\$ 108,000.00
Interest		188,133.76	184,421.26	180,543.76	176,418.76	172,046.26
Additional Interest		18,735.00	18,285.00	17,815.00	17,315.00	16,785.00
	(2)	\$ 296,868.76	\$ 296,706.26	\$ 298,358.76	\$ 299,733.76	\$ 296,831.26
Annual Collection Costs	(3)	\$ 21,641.00	\$ 22,073.82	\$ 22,515.30	\$ 22,965.60	\$ 23,424.91
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 749,603.51	\$ 749,092.58	\$ 749,299.06	\$ 749,055.61	\$ 749,362.42
Improvement Area #3						
Annual Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
<i>Improvement Area #3 Initial Bonds</i>						
Principal		\$ 317,000.00	\$ 326,000.00	\$ 336,000.00	\$ 349,000.00	\$ 362,000.00
Interest		392,103.76	383,386.26	374,421.26	363,081.26	351,302.50
Additional Interest		52,950.00	51,365.00	49,735.00	48,055.00	46,310.00
	(1)	\$ 762,053.76	\$ 760,751.26	\$ 760,156.26	\$ 760,136.26	\$ 759,612.50
<i>Improvement Area #3 Additional Bonds</i>						
Principal		\$ 286,000.00	\$ 125,000.00	\$ 133,000.00	\$ 140,000.00	\$ 149,000.00
Interest		159,111.00	294,860.00	287,672.50	280,025.00	271,975.00
Additional Interest		-	25,640.00	25,015.00	24,350.00	23,650.00
	(2)	\$ 445,111.00	\$ 445,500.00	\$ 445,687.50	\$ 444,375.00	\$ 444,625.00
Annual Collection Costs	(3)	\$ 30,668.85	\$ 31,282.23	\$ 31,907.87	\$ 32,546.03	\$ 33,196.95
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 1,237,833.61	\$ 1,237,533.49	\$ 1,237,751.63	\$ 1,237,057.29	\$ 1,237,434.45
Improvement Area #4						
Annual Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
<i>Improvement Area #4 Bonds</i>						
Principal		\$ 407,000.00	\$ 425,000.00	\$ 446,000.00	\$ 468,000.00	\$ 489,000.00
Interest		877,937.52	860,131.28	841,537.52	822,025.02	801,550.00
	(1)	\$ 1,284,937.52	\$ 1,285,131.28	\$ 1,287,537.52	\$ 1,290,025.02	\$ 1,290,550.00
Additional Interest	(2)	\$ 85,865.00	\$ 83,840.00	\$ 81,715.00	\$ 79,485.00	\$ 77,145.00
Annual Collection Costs	(3)	\$ 43,920.99	\$ 44,799.41	\$ 45,695.40	\$ 46,609.31	\$ 47,541.49
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 1,414,723.51	\$ 1,413,770.69	\$ 1,414,947.92	\$ 1,416,119.33	\$ 1,415,236.49
Improvement Area #5						
Annual Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
<i>Improvement Area #5 Bonds</i>						
Principal		\$ -	\$ 68,000.00	\$ 72,000.00	\$ 76,000.00	\$ 80,000.00
Interest		(108,808.26)	211,735.00	207,740.00	203,510.00	199,045.00
Capitalized Interest		108,808.26	-	-	-	-
	(1)	\$ -	\$ 279,735.00	\$ 279,740.00	\$ 279,510.00	\$ 279,045.00
Additional Interest	(2)	\$ -	\$ 18,020.00	\$ 17,680.00	\$ 17,320.00	\$ 16,940.00
Annual Collection Costs	(3)	\$ -	\$ 30,600.00	\$ 31,212.00	\$ 31,836.24	\$ 32,472.96
Total Annual Installment	(4) = (1) + (2) + (3)	\$ -	\$ 328,355.00	\$ 328,632.00	\$ 328,666.24	\$ 328,457.96

EXHIBIT C – SOURCES AND USES

	Improvement Area #1	Improvement Area #2	Improvement Area #3	Improvement Area #4	Improvement Area #5	Total
Sources of Funds						
Improvement Area #1 Initial Bond Par	\$ 7,495,000	\$ -	\$ -	\$ -	\$ -	\$ 7,495,000
Improvement Area #1 Additional Bond Par	4,420,000	-	-	-	-	4,420,000
Improvement Area #2 Initial Bond Par	-	6,465,000	-	-	-	6,465,000
Improvement Area #2 Additional Bond Par	-	4,015,000	-	-	-	4,015,000
Previously Collected Principal for Improvement Area #2 Reimbursement Agreement [a]	-	120,000	-	-	-	120,000
Improvement Area #3 Initial Bond Par	-	-	11,195,000	-	-	11,195,000
Improvement Area #3 Initial Bond Premium	-	-	42,312	-	-	42,312
Improvement Area #3 Additional Bond Par	-	-	5,414,000	-	-	5,414,000
Previously Collected Annual Installment for Improvement Area #3 Reimbursement Agreement [b]	-	-	450,042	-	-	450,042
Improvement Area #4 Bond Par	-	-	-	17,175,000	-	17,175,000
Improvement Area #5 Bond Par	-	-	-	-	3,604,000	3,604,000
Owner Contribution	1,959,813	40,990	148,891	388,000	459,723	2,997,417
Total Sources	\$ 13,874,813	\$ 10,640,990	\$ 17,250,245	\$ 17,563,000	\$ 4,063,723	\$ 63,392,771
Uses of Funds						
<i>Authorized Improvements</i>						
Improvement Area #1 Improvements	\$ 9,669,650	\$ -	\$ -	\$ -	\$ -	\$ 9,669,650
Improvement Area #2 Improvements	-	6,813,301	-	-	-	6,813,301
Improvement Area #3 Improvements	-	-	12,543,400	-	-	12,543,400
Improvement Area #4 Improvements	-	-	-	12,705,236	-	12,705,236
Improvement Area #5 Improvements	-	-	-	-	3,016,600	3,016,600
Major Improvements	2,180,006	2,308,235	2,188,700	1,606,635	322,235	8,605,810
	<u>\$ 11,849,656</u>	<u>\$ 9,121,536</u>	<u>\$ 14,732,100</u>	<u>\$ 14,311,871</u>	<u>\$ 3,338,835</u>	<u>\$ 53,353,998</u>
<i>Bond Issuance and District Formation Costs</i>						
Debt Service Reserve Fund [c][d][e]	\$ 599,194	\$ 483,678	\$ 852,798	\$ 1,346,180	\$ 279,740	\$ 3,561,590
Capitalized Interest	430,607	154,089	323,587	489,716	108,808	1,506,808
Underwriter Discount [c][d][e]	357,450	314,400	498,270	526,890	108,120	1,805,130
Cost of Issuance [c][d][e]	592,905	526,522	813,490	798,080	198,220	2,929,218
Net Bond Discount	-	764	-	-	-	764
Original Issue Discount	-	-	-	50,263	-	50,263
District Administration Fund	45,000	40,000	30,000	40,000	30,000	185,000
	<u>\$ 2,025,156</u>	<u>\$ 1,519,454</u>	<u>\$ 2,518,145</u>	<u>\$ 3,251,129</u>	<u>\$ 724,888</u>	<u>\$ 10,038,772</u>
Total Uses	\$ 13,874,813	\$ 10,640,990	\$ 17,250,245	\$ 17,563,000	\$ 4,063,723	\$ 63,392,770

Notes:

[a] These funds will be transferred to the project fund upon closing of the Improvement Area #2 Additional Bonds.

[b] These funds will be transferred to the project fund upon closing of the Improvement Area #3 Additional Bonds. Includes Annual Installment billed and collected 1/31/2024 and interest proceeds accumulated.

[c] Improvement Area #1 costs include costs associated with issuing Improvement Area #1 Additional Bonds.

[d] Improvement Area #2 costs include costs associated with issuing Improvement Area #2 Additional Bonds.

[e] Improvement Area #3 costs include costs associated with issuing Improvement Area #3 Additional Bonds.

EXHIBIT D – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID [a]	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment [a]	Installment due 1/31/2025 [a]
R163837	3		\$ 34,709.92	\$ 2,830.32
R163838	3		\$ 34,709.92	\$ 2,830.32
R163839	3		\$ 34,709.92	\$ 2,830.32
R163840	3		\$ 34,709.92	\$ 2,830.32
R163841	3		\$ 34,709.92	\$ 2,830.32
R163842	3		\$ 34,709.92	\$ 2,830.32
R163843	Open Space		\$ -	\$ -
R163844	3		\$ 34,709.92	\$ 2,830.32
R163845	3		\$ 34,709.92	\$ 2,830.32
R163846	3		\$ 34,709.92	\$ 2,830.32
R163847	3		\$ 34,709.92	\$ 2,830.32
R163848	3		\$ 34,709.92	\$ 2,830.32
R163849	3		\$ 34,709.92	\$ 2,830.32
R163850	3		\$ 34,709.92	\$ 2,830.32
R163851	1		\$ 27,767.94	\$ 2,264.25
R163852	1		\$ 27,767.94	\$ 2,264.25
R163853	1		\$ 27,767.94	\$ 2,264.25
R163854	1		\$ 27,767.94	\$ 2,264.25
R163855	1		\$ 27,767.94	\$ 2,264.25
R163856	1		\$ 27,767.94	\$ 2,264.25
R163857	1		\$ 27,767.94	\$ 2,264.25
R163858	1		\$ 27,767.94	\$ 2,264.25
R163859	1		\$ 27,767.94	\$ 2,264.25
R163860	1		\$ 27,767.94	\$ 2,264.25
R163861	1		\$ 27,767.94	\$ 2,264.25
R163862	1		\$ 27,767.94	\$ 2,264.25
R163863	1		\$ 27,767.94	\$ 2,264.25
R163864	1		\$ 27,767.94	\$ 2,264.25
R163865	1		\$ 27,767.94	\$ 2,264.25
R163866	1		\$ 27,767.94	\$ 2,264.25
R163867	1		\$ 27,767.94	\$ 2,264.25
R163868	1		\$ 27,767.94	\$ 2,264.25
R163869	1		\$ 27,767.94	\$ 2,264.25
R163870	1		\$ 27,767.94	\$ 2,264.25
R163871	1		\$ 27,767.94	\$ 2,264.25
R163872	1		\$ 27,767.94	\$ 2,264.25
R163873	1		\$ 27,767.94	\$ 2,264.25
R163874	1	[b]	\$ -	\$ -
R163875	1		\$ 27,767.94	\$ 2,264.25
R163876	1		\$ 27,767.94	\$ 2,264.25
R163877	1		\$ 27,767.94	\$ 2,264.25
R163878	1		\$ 27,767.94	\$ 2,264.25
R163879	1		\$ 27,767.94	\$ 2,264.25
R163880	1		\$ 27,767.94	\$ 2,264.25
R163881	1		\$ 27,767.94	\$ 2,264.25

Property ID [a]	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment [a]	Installment due 1/31/2025 [a]
R163882	1		\$ 27,767.94	\$ 2,264.25
R163883	1		\$ 27,767.94	\$ 2,264.25
R163884	1		\$ 27,767.94	\$ 2,264.25
R163885	1		\$ 27,767.94	\$ 2,264.25
R163886	1		\$ 27,767.94	\$ 2,264.25
R163887	1		\$ 27,767.94	\$ 2,264.25
R163888	1		\$ 27,767.94	\$ 2,264.25
R163889	1		\$ 27,767.94	\$ 2,264.25
R163890	1		\$ 27,767.94	\$ 2,264.25
R163891	1		\$ 27,767.94	\$ 2,264.25
R163892	1		\$ 27,767.94	\$ 2,264.25
R163893	1		\$ 27,767.94	\$ 2,264.25
R163894	Open Space		\$ -	\$ -
R163895	Open Space		\$ -	\$ -
R163896	3		\$ 34,709.92	\$ 2,830.32
R163897	3		\$ 34,709.92	\$ 2,830.32
R163898	3		\$ 34,709.92	\$ 2,830.32
R163899	3		\$ 34,709.92	\$ 2,830.32
R163900	3		\$ 34,709.92	\$ 2,830.32
R163901	3		\$ 34,709.92	\$ 2,830.32
R163902	3		\$ 34,709.92	\$ 2,830.32
R163903	3		\$ 34,709.92	\$ 2,830.32
R163904	3		\$ 34,709.92	\$ 2,830.32
R163905	3		\$ 34,709.92	\$ 2,830.32
R163906	3		\$ 34,709.92	\$ 2,830.32
R163907	3		\$ 34,709.92	\$ 2,830.32
R163908	3		\$ 34,709.92	\$ 2,830.32
R163909	Open Space		\$ -	\$ -
R163910	1		\$ 27,767.94	\$ 2,264.25
R163911	1		\$ 27,767.94	\$ 2,264.25
R163912	1		\$ 27,767.94	\$ 2,264.25
R163913	1		\$ 27,767.94	\$ 2,264.25
R163914	1		\$ 27,767.94	\$ 2,264.25
R163915	1		\$ 27,767.94	\$ 2,264.25
R163916	1		\$ 27,767.94	\$ 2,264.25
R163917	1		\$ 27,767.94	\$ 2,264.25
R163918	1		\$ 27,767.94	\$ 2,264.25
R163919	1		\$ 27,767.94	\$ 2,264.25
R163920	1		\$ 27,767.94	\$ 2,264.25
R163921	1		\$ 27,767.94	\$ 2,264.25
R163922	1		\$ 27,767.94	\$ 2,264.25
R163923	1		\$ 27,767.94	\$ 2,264.25
R163924	1		\$ 27,767.94	\$ 2,264.25
R163925	1		\$ 27,767.94	\$ 2,264.25
R163926	1		\$ 27,767.94	\$ 2,264.25

Property ID [a]	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment [a]	Installment due 1/31/2025 [a]
R163927	1		\$ 27,767.94	\$ 2,264.25
R163928	3		\$ 34,709.92	\$ 2,830.32
R163929	3		\$ 34,709.92	\$ 2,830.32
R163930	3		\$ 34,709.92	\$ 2,830.32
R163931	3		\$ 34,709.92	\$ 2,830.32
R163932	3		\$ 34,709.92	\$ 2,830.32
R163933	3		\$ 34,709.92	\$ 2,830.32
R163934	3		\$ 34,709.92	\$ 2,830.32
R163935	3		\$ 34,709.92	\$ 2,830.32
R163936	3		\$ 34,709.92	\$ 2,830.32
R163937	3		\$ 34,709.92	\$ 2,830.32
R163938	3		\$ 34,709.92	\$ 2,830.32
R163939	1		\$ 27,767.94	\$ 2,264.25
R163940	1	[c]	\$ 26,086.94	\$ 2,127.18
R163941	1		\$ 27,767.94	\$ 2,264.25
R163942	1		\$ 27,767.94	\$ 2,264.25
R163943	1		\$ 27,767.94	\$ 2,264.25
R163944	1		\$ 27,767.94	\$ 2,264.25
R163945	1		\$ 27,767.94	\$ 2,264.25
R163946	1		\$ 27,767.94	\$ 2,264.25
R163947	1		\$ 27,767.94	\$ 2,264.25
R163948	1		\$ 27,767.94	\$ 2,264.25
R163949	1		\$ 27,767.94	\$ 2,264.25
R163950	1		\$ 27,767.94	\$ 2,264.25
R169931	3		\$ 34,709.92	\$ 2,830.32
R169932	3		\$ 34,709.92	\$ 2,830.32
R169933	3		\$ 34,709.92	\$ 2,830.32
R169934	3		\$ 34,709.92	\$ 2,830.32
R169935	3		\$ 34,709.92	\$ 2,830.32
R169936	1		\$ 27,767.94	\$ 2,264.25
R169937	1		\$ 27,767.94	\$ 2,264.25
R169938	1		\$ 27,767.94	\$ 2,264.25
R169939	1		\$ 27,767.94	\$ 2,264.25
R169940	1		\$ 27,767.94	\$ 2,264.25
R169941	1		\$ 27,767.94	\$ 2,264.25
R169942	1		\$ 27,767.94	\$ 2,264.25
R169943	3		\$ 34,709.92	\$ 2,830.32
R169944	3		\$ 34,709.92	\$ 2,830.32
R169945	3		\$ 34,709.92	\$ 2,830.32
R169946	3		\$ 34,709.92	\$ 2,830.32
R169947	3		\$ 34,709.92	\$ 2,830.32
R169948	3		\$ 34,709.92	\$ 2,830.32
R169949	3		\$ 34,709.92	\$ 2,830.32
R169950	3		\$ 34,709.92	\$ 2,830.32
R169951	3		\$ 34,709.92	\$ 2,830.32

Property ID [a]	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment [a]	Installment due 1/31/2025 [a]
R169952	3		\$ 34,709.92	\$ 2,830.32
R169953	3		\$ 34,709.92	\$ 2,830.32
R169954	3		\$ 34,709.92	\$ 2,830.32
R169955	3		\$ 34,709.92	\$ 2,830.32
R169956	3		\$ 34,709.92	\$ 2,830.32
R169957	3		\$ 34,709.92	\$ 2,830.32
R169958	1		\$ 27,767.94	\$ 2,264.25
R169959	1		\$ 27,767.94	\$ 2,264.25
R169960	1		\$ 27,767.94	\$ 2,264.25
R169961	1		\$ 27,767.94	\$ 2,264.25
R169962	1		\$ 27,767.94	\$ 2,264.25
R169963	1		\$ 27,767.94	\$ 2,264.25
R169964	1		\$ 27,767.94	\$ 2,264.25
R169965	1		\$ 27,767.94	\$ 2,264.25
R169966	1		\$ 27,767.94	\$ 2,264.25
R169967	1		\$ 27,767.94	\$ 2,264.25
R169968	1		\$ 27,767.94	\$ 2,264.25
R169969	1		\$ 27,767.94	\$ 2,264.25
R169970	1		\$ 27,767.94	\$ 2,264.25
R169971	1		\$ 27,767.94	\$ 2,264.25
R169972	1		\$ 27,767.94	\$ 2,264.25
R169973	1		\$ 27,767.94	\$ 2,264.25
R169974	1		\$ 27,767.94	\$ 2,264.25
R169975	1		\$ 27,767.94	\$ 2,264.25
R169976	1		\$ 27,767.94	\$ 2,264.25
R169977	1		\$ 27,767.94	\$ 2,264.25
R169978	1		\$ 27,767.94	\$ 2,264.25
R169979	1		\$ 27,767.94	\$ 2,264.25
R169980	1		\$ 27,767.94	\$ 2,264.25
R169981	1		\$ 27,767.94	\$ 2,264.25
R169982	1		\$ 27,767.94	\$ 2,264.25
R169983	1		\$ 27,767.94	\$ 2,264.25
R169984	1		\$ 27,767.94	\$ 2,264.25
R169985	1		\$ 27,767.94	\$ 2,264.25
R169986	1		\$ 27,767.94	\$ 2,264.25
R169987	1		\$ 27,767.94	\$ 2,264.25
R169988	1		\$ 27,767.94	\$ 2,264.25
R169989	1		\$ 27,767.94	\$ 2,264.25
R169990	1		\$ 27,767.94	\$ 2,264.25
R169991	3		\$ 34,709.92	\$ 2,830.32
R169992	1		\$ 27,767.94	\$ 2,264.25
R169993	1		\$ 27,767.94	\$ 2,264.25
R169994	1		\$ 27,767.94	\$ 2,264.25
R169995	1		\$ 27,767.94	\$ 2,264.25
R169996	1		\$ 27,767.94	\$ 2,264.25

Property ID [a]	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment [a]	Installment due 1/31/2025 [a]
R169997	1		\$ 27,767.94	\$ 2,264.25
R170000	1		\$ 27,767.94	\$ 2,264.25
R170001	1		\$ 27,767.94	\$ 2,264.25
R170002	1		\$ 27,767.94	\$ 2,264.25
R170003	1		\$ 27,767.94	\$ 2,264.25
R170004	1		\$ 27,767.94	\$ 2,264.25
R170005	1		\$ 27,767.94	\$ 2,264.25
R170006	1		\$ 27,767.94	\$ 2,264.25
R170007	1		\$ 27,767.94	\$ 2,264.25
R170008	1		\$ 27,767.94	\$ 2,264.25
R170009	1		\$ 27,767.94	\$ 2,264.25
R170010	1		\$ 27,767.94	\$ 2,264.25
R170011	1		\$ 27,767.94	\$ 2,264.25
R170012	1	[b]	\$ -	\$ -
R170013	1		\$ 27,767.94	\$ 2,264.25
R170014	1		\$ 27,767.94	\$ 2,264.25
R170015	3		\$ 34,709.92	\$ 2,830.32
R170016	3		\$ 34,709.92	\$ 2,830.32
R170017	3		\$ 34,709.92	\$ 2,830.32
R170018	3		\$ 34,709.92	\$ 2,830.32
R170019	3		\$ 34,709.92	\$ 2,830.32
R170020	3		\$ 34,709.92	\$ 2,830.32
R170021	3		\$ 34,709.92	\$ 2,830.32
R170022	3		\$ 34,709.92	\$ 2,830.32
R170023	3		\$ 34,709.92	\$ 2,830.32
R170024	3		\$ 34,709.92	\$ 2,830.32
R170025	3		\$ 34,709.92	\$ 2,830.32
R170026	3		\$ 34,709.92	\$ 2,830.32
R170027	1		\$ 27,767.94	\$ 2,264.25
R170028	1		\$ 27,767.94	\$ 2,264.25
R170029	1		\$ 27,767.94	\$ 2,264.25
R170030	1		\$ 27,767.94	\$ 2,264.25
R170031	1		\$ 27,767.94	\$ 2,264.25
R170032	1		\$ 27,767.94	\$ 2,264.25
R170033	1		\$ 27,767.94	\$ 2,264.25
R170034	1		\$ 27,767.94	\$ 2,264.25
R170035	1		\$ 27,767.94	\$ 2,264.25
R170036	1		\$ 27,767.94	\$ 2,264.25
R170037	1		\$ 27,767.94	\$ 2,264.25
R170038	1		\$ 27,767.94	\$ 2,264.25
R170039	1		\$ 27,767.94	\$ 2,264.25
R170040	1		\$ 27,767.94	\$ 2,264.25
R170041	1		\$ 27,767.94	\$ 2,264.25
R170042	1		\$ 27,767.94	\$ 2,264.25
R170043	1		\$ 27,767.94	\$ 2,264.25

Property ID [a]	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment [a]	Installment due 1/31/2025 [a]
R170044	1		\$ 27,767.94	\$ 2,264.25
R170045	1		\$ 27,767.94	\$ 2,264.25
R170046	1		\$ 27,767.94	\$ 2,264.25
R170047	1		\$ 27,767.94	\$ 2,264.25
R170048	1		\$ 27,767.94	\$ 2,264.25
R170049	1		\$ 27,767.94	\$ 2,264.25
R170050	1		\$ 27,767.94	\$ 2,264.25
R170051	1		\$ 27,767.94	\$ 2,264.25
R170052	Open Space		\$ -	\$ -
R175294	1		\$ 27,767.94	\$ 2,264.25
R175295	1		\$ 27,767.94	\$ 2,264.25
R165442	2		\$ 30,666.42	\$ 2,500.60
R165443	2		\$ 30,666.42	\$ 2,500.60
R165444	2		\$ 30,666.42	\$ 2,500.60
R165445	2		\$ 30,666.42	\$ 2,500.60
R165446	2		\$ 30,666.42	\$ 2,500.60
R165447	2		\$ 30,666.42	\$ 2,500.60
R165448	2		\$ 30,666.42	\$ 2,500.60
R165449	2		\$ 30,666.42	\$ 2,500.60
R165450	2		\$ 30,666.42	\$ 2,500.60
R165451	2		\$ 30,666.42	\$ 2,500.60
R165452	2		\$ 30,666.42	\$ 2,500.60
R165453	2		\$ 30,666.42	\$ 2,500.60
R165454	2		\$ 30,666.42	\$ 2,500.60
R165455	2		\$ 30,666.42	\$ 2,500.60
R165456	2		\$ 30,666.42	\$ 2,500.60
R165457	2		\$ 30,666.42	\$ 2,500.60
R165458	2		\$ 30,666.42	\$ 2,500.60
R165459	2		\$ 30,666.42	\$ 2,500.60
R165460	2		\$ 30,666.42	\$ 2,500.60
R165461	2		\$ 30,666.42	\$ 2,500.60
R165462	2		\$ 30,666.42	\$ 2,500.60
R165463	2		\$ 30,666.42	\$ 2,500.60
R165464	4		\$ 41,817.85	\$ 3,409.91
R165465	4		\$ 41,817.85	\$ 3,409.91
R165466	4		\$ 41,817.85	\$ 3,409.91
R165467	4		\$ 41,817.85	\$ 3,409.91
R165468	4		\$ 41,817.85	\$ 3,409.91
R165469	4		\$ 41,817.85	\$ 3,409.91
R165470	4		\$ 41,817.85	\$ 3,409.91
R165471	4		\$ 41,817.85	\$ 3,409.91
R165472	4		\$ 41,817.85	\$ 3,409.91
R165473	4		\$ 41,817.85	\$ 3,409.91
R165474	4		\$ 41,817.85	\$ 3,409.91
R165475	4		\$ 41,817.85	\$ 3,409.91

Property ID [a]	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment [a]	Installment due 1/31/2025 [a]
R165476	4		\$ 41,817.85	\$ 3,409.91
R165477	4		\$ 41,817.85	\$ 3,409.91
R165478	4		\$ 41,817.85	\$ 3,409.91
R165479	4		\$ 41,817.85	\$ 3,409.91
R165480	4		\$ 41,817.85	\$ 3,409.91
R165481	4		\$ 41,817.85	\$ 3,409.91
R165482	4		\$ 41,817.85	\$ 3,409.91
R165483	4		\$ 41,817.85	\$ 3,409.91
R165484	4		\$ 41,817.85	\$ 3,409.91
R165485	4		\$ 41,817.85	\$ 3,409.91
R165486	4		\$ 41,817.85	\$ 3,409.91
R165487	4		\$ 41,817.85	\$ 3,409.91
R165488	4		\$ 41,817.85	\$ 3,409.91
R165489	4		\$ 41,817.85	\$ 3,409.91
R165490	4		\$ 41,817.85	\$ 3,409.91
R165491	Open Space		\$ -	\$ -
R165492	Open Space		\$ -	\$ -
R165493	2		\$ 30,666.42	\$ 2,500.60
R165494	2		\$ 30,666.42	\$ 2,500.60
R165495	2		\$ 30,666.42	\$ 2,500.60
R165496	2		\$ 30,666.42	\$ 2,500.60
R165497	2		\$ 30,666.42	\$ 2,500.60
R165498	2		\$ 30,666.42	\$ 2,500.60
R165499	2		\$ 30,666.42	\$ 2,500.60
R165500	2		\$ 30,666.42	\$ 2,500.60
R165501	2		\$ 30,666.42	\$ 2,500.60
R165502	2		\$ 30,666.42	\$ 2,500.60
R165503	4		\$ 41,817.85	\$ 3,409.91
R165504	2		\$ 30,666.42	\$ 2,500.60
R165505	4		\$ 41,817.85	\$ 3,409.91
R165506	2		\$ 30,666.42	\$ 2,500.60
R165507	2		\$ 30,666.42	\$ 2,500.60
R165508	2		\$ 30,666.42	\$ 2,500.60
R165509	2		\$ 30,666.42	\$ 2,500.60
R165510	2		\$ 30,666.42	\$ 2,500.60
R165511	2		\$ 30,666.42	\$ 2,500.60
R165512	2		\$ 30,666.42	\$ 2,500.60
R165513	2		\$ 30,666.42	\$ 2,500.60
R165514	2		\$ 30,666.42	\$ 2,500.60
R165515	2		\$ 30,666.42	\$ 2,500.60
R165516	2		\$ 30,666.42	\$ 2,500.60
R165517	2		\$ 30,666.42	\$ 2,500.60
R165518	2		\$ 30,666.42	\$ 2,500.60
R165519	2		\$ 30,666.42	\$ 2,500.60
R165520	2		\$ 30,666.42	\$ 2,500.60

Property ID [a]	Lot Type	Note	Improvement Area #1	
			Outstanding Assessment [a]	Installment due 1/31/2025 [a]
R165521	2		\$ 30,666.42	\$ 2,500.60
R165522	2		\$ 30,666.42	\$ 2,500.60
R165523	4		\$ 41,817.85	\$ 3,409.91
R165524	4		\$ 41,817.85	\$ 3,409.91
R165525	4		\$ 41,817.85	\$ 3,409.91
R165526	4		\$ 41,817.85	\$ 3,409.91
R165527	4		\$ 41,817.85	\$ 3,409.91
R165528	4		\$ 41,817.85	\$ 3,409.91
R165529	4		\$ 41,817.85	\$ 3,409.91
R165530	4		\$ 41,817.85	\$ 3,409.91
R165531	4		\$ 41,817.85	\$ 3,409.91
R165532	4		\$ 41,817.85	\$ 3,409.91
R165533	4		\$ 41,817.85	\$ 3,409.91
R165534	4		\$ 41,817.85	\$ 3,409.91
R165535	4		\$ 41,817.85	\$ 3,409.91
R165536	4		\$ 41,817.85	\$ 3,409.91
R165537	4		\$ 41,817.85	\$ 3,409.91
R165538	4	[b]	\$ -	\$ -
R165539	4		\$ 41,817.85	\$ 3,409.91
R165540	4		\$ 41,817.85	\$ 3,409.91
R165541	4		\$ 41,817.85	\$ 3,409.91
R165542	4		\$ 41,817.85	\$ 3,409.91
R165543	4		\$ 41,817.85	\$ 3,409.91
R165544	4		\$ 41,817.85	\$ 3,409.91
R165545	4		\$ 41,817.85	\$ 3,409.91
R165546	4		\$ 41,817.85	\$ 3,409.91
R165547	Open Space		\$ -	\$ -
R165548	Open Space		\$ -	\$ -
Total			\$ 10,550,965.06	\$ 860,346.40

Notes:

[a] May not sum to the totals shown on annual installment or debt service schedules due to rounding.

[b] Full Prepayment.

[c] Partial Prepayment.

EXHIBIT E – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Installments Due	Improvement Area #1 Initial Bonds			Improvement Area #1 Additional Bonds			Annual Collection Costs	Total Installment
	Principal	Interest [a]	Additional Interest	Principal	Interest [b]	Additional Interest		
1/31/2025	\$ 215,000	\$ 307,313	\$ 33,550	\$ 135,000	\$ 132,925	\$ 19,700	\$ 24,703	\$ 868,191
1/31/2026	225,000	298,444	32,475	135,000	129,550	19,025	25,197	864,691
1/31/2027	235,000	289,163	31,350	140,000	125,500	18,350	25,701	865,064
1/31/2028	245,000	279,469	30,175	145,000	121,300	17,650	26,215	864,809
1/31/2029	255,000	269,363	28,950	150,000	116,950	16,925	26,740	863,927
1/31/2030	265,000	258,844	27,675	155,000	112,450	16,175	27,275	862,418
1/31/2031	275,000	246,588	26,350	165,000	107,800	15,400	27,820	863,958
1/31/2032	290,000	233,869	24,975	170,000	102,025	14,575	28,376	863,820
1/31/2033	300,000	220,456	23,525	180,000	96,075	13,725	28,944	862,725
1/31/2034	315,000	206,581	22,025	190,000	89,775	12,825	29,523	865,729
1/31/2035	330,000	192,013	20,450	195,000	83,125	11,875	30,113	862,576
1/31/2036	345,000	176,750	18,800	205,000	76,300	10,900	30,716	863,466
1/31/2037	360,000	160,794	17,075	215,000	69,125	9,875	31,330	863,199
1/31/2038	380,000	144,144	15,275	220,000	61,600	8,800	31,956	861,775
1/31/2039	395,000	126,569	13,375	230,000	53,900	7,700	32,596	859,139
1/31/2040	415,000	108,300	11,400	240,000	45,850	6,550	33,247	860,347
1/31/2041	435,000	88,588	9,325	250,000	37,450	5,350	33,912	859,625
1/31/2042	455,000	67,925	7,150	260,000	28,700	4,100	34,591	857,466
1/31/2043	475,000	46,313	4,875	275,000	19,600	2,800	35,282	858,870
1/31/2044	500,000	23,750	2,500	285,000	9,975	1,425	35,988	858,638
Total	\$ 6,710,000	\$ 3,745,231	\$ 401,275	\$ 3,940,000	\$ 1,619,975	\$ 233,725	\$ 600,227	\$ 17,250,433

[a] Interest is calculated at the rate of the Improvement Area #1 Initial Bonds.

[b] Interest is calculated at the rate of the Improvement Area #1 Additional Bonds.

Note: 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 F – IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID	Lot Type	Improvement Area #2	
		Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R179758	7	\$ 39,282.24	\$ 3,039.75
R179759	7	\$ 39,282.24	\$ 3,039.75
R179760	7	\$ 39,282.24	\$ 3,039.75
R179761	7	\$ 39,282.24	\$ 3,039.75
R179762	7	\$ 39,282.24	\$ 3,039.75
R179763	7	\$ 39,282.24	\$ 3,039.75
R179764	7	\$ 39,282.24	\$ 3,039.75
R179765	7	\$ 39,282.24	\$ 3,039.75
R179766	7	\$ 39,282.24	\$ 3,039.75
R179767	7	\$ 39,282.24	\$ 3,039.75
R179768	7	\$ 39,282.24	\$ 3,039.75
R179769	7	\$ 39,282.24	\$ 3,039.75
R179770	7	\$ 39,282.24	\$ 3,039.75
R179771	7	\$ 39,282.24	\$ 3,039.75
R179772	7	\$ 39,282.24	\$ 3,039.75
R179773	7	\$ 39,282.24	\$ 3,039.75
R179774	7	\$ 39,282.24	\$ 3,039.75
R179775	7	\$ 39,282.24	\$ 3,039.75
R179776	7	\$ 39,282.24	\$ 3,039.75
R179777	7	\$ 39,282.24	\$ 3,039.75
R179778	7	\$ 39,282.24	\$ 3,039.75
R179779	7	\$ 39,282.24	\$ 3,039.75
R179780	7	\$ 39,282.24	\$ 3,039.75
R179781	7	\$ 39,282.24	\$ 3,039.75
R179782	7	\$ 39,282.24	\$ 3,039.75
R179783	Open Space	\$ -	\$ -
R179784	7	\$ 39,282.24	\$ 3,039.75
R179785	Open Space	\$ -	\$ -
R179786	7	\$ 39,282.24	\$ 3,039.75
R179787	7	\$ 39,282.24	\$ 3,039.75
R179788	7	\$ 39,282.24	\$ 3,039.75
R179789	Open Space	\$ -	\$ -
R179790	5	\$ 31,425.79	\$ 2,431.80
R179791	5	\$ 31,425.79	\$ 2,431.80
R179792	5	\$ 31,425.79	\$ 2,431.80
R179793	5	\$ 31,425.79	\$ 2,431.80
R179794	5	\$ 31,425.79	\$ 2,431.80
R179795	5	\$ 31,425.79	\$ 2,431.80
R179796	5	\$ 31,425.79	\$ 2,431.80
R179797	5	\$ 31,425.79	\$ 2,431.80

Property ID	Lot Type	Improvement Area #2	
		Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R179798	5	\$ 31,425.79	\$ 2,431.80
R179799	5	\$ 31,425.79	\$ 2,431.80
R179800	5	\$ 31,425.79	\$ 2,431.80
R179801	5	\$ 31,425.79	\$ 2,431.80
R179802	7	\$ 39,282.24	\$ 3,039.75
R179803	7	\$ 39,282.24	\$ 3,039.75
R179804	7	\$ 39,282.24	\$ 3,039.75
R179805	5	\$ 31,425.79	\$ 2,431.80
R179806	5	\$ 31,425.79	\$ 2,431.80
R179807	5	\$ 31,425.79	\$ 2,431.80
R179808	5	\$ 31,425.79	\$ 2,431.80
R179809	5	\$ 31,425.79	\$ 2,431.80
R179810	5	\$ 31,425.79	\$ 2,431.80
R179811	5	\$ 31,425.79	\$ 2,431.80
R179812	5	\$ 31,425.79	\$ 2,431.80
R179813	5	\$ 31,425.79	\$ 2,431.80
R179814	5	\$ 31,425.79	\$ 2,431.80
R179815	5	\$ 31,425.79	\$ 2,431.80
R179816	5	\$ 31,425.79	\$ 2,431.80
R179817	5	\$ 31,425.79	\$ 2,431.80
R179818	5	\$ 31,425.79	\$ 2,431.80
R179819	5	\$ 31,425.79	\$ 2,431.80
R179820	5	\$ 31,425.79	\$ 2,431.80
R179821	5	\$ 31,425.79	\$ 2,431.80
R179822	5	\$ 31,425.79	\$ 2,431.80
R179823	5	\$ 31,425.79	\$ 2,431.80
R179824	5	\$ 31,425.79	\$ 2,431.80
R179825	5	\$ 31,425.79	\$ 2,431.80
R179826	5	\$ 31,425.79	\$ 2,431.80
R179827	5	\$ 31,425.79	\$ 2,431.80
R179828	5	\$ 31,425.79	\$ 2,431.80
R179829	5	\$ 31,425.79	\$ 2,431.80
R179830	5	\$ 31,425.79	\$ 2,431.80
R179831	5	\$ 31,425.79	\$ 2,431.80
R179832	5	\$ 31,425.79	\$ 2,431.80
R179833	5	\$ 31,425.79	\$ 2,431.80
R179834	5	\$ 31,425.79	\$ 2,431.80
R179835	5	\$ 31,425.79	\$ 2,431.80
R179836	5	\$ 31,425.79	\$ 2,431.80
R179837	5	\$ 31,425.79	\$ 2,431.80

Property ID	Lot Type	Improvement Area #2	
		Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R179838	5	\$ 31,425.79	\$ 2,431.80
R179839	5	\$ 31,425.79	\$ 2,431.80
R179840	5	\$ 31,425.79	\$ 2,431.80
R179841	5	\$ 31,425.79	\$ 2,431.80
R179842	5	\$ 31,425.79	\$ 2,431.80
R179843	5	\$ 31,425.79	\$ 2,431.80
R179844	5	\$ 31,425.79	\$ 2,431.80
R179845	5	\$ 31,425.79	\$ 2,431.80
R179846	5	\$ 31,425.79	\$ 2,431.80
R179847	5	\$ 31,425.79	\$ 2,431.80
R179848	5	\$ 31,425.79	\$ 2,431.80
R179849	5	\$ 31,425.79	\$ 2,431.80
R179850	5	\$ 31,425.79	\$ 2,431.80
R179851	5	\$ 31,425.79	\$ 2,431.80
R179852	Open Space	\$ -	\$ -
R179336	Open Space	\$ -	\$ -
R179337	7	\$ 39,282.24	\$ 3,039.75
R179338	7	\$ 39,282.24	\$ 3,039.75
R179339	7	\$ 39,282.24	\$ 3,039.75
R179340	7	\$ 39,282.24	\$ 3,039.75
R179341	7	\$ 39,282.24	\$ 3,039.75
R179342	7	\$ 39,282.24	\$ 3,039.75
R179343	7	\$ 39,282.24	\$ 3,039.75
R179344	7	\$ 39,282.24	\$ 3,039.75
R179345	7	\$ 39,282.24	\$ 3,039.75
R179346	7	\$ 39,282.24	\$ 3,039.75
R179347	7	\$ 39,282.24	\$ 3,039.75
R179348	7	\$ 39,282.24	\$ 3,039.75
R179349	7	\$ 39,282.24	\$ 3,039.75
R179350	7	\$ 39,282.24	\$ 3,039.75
R179351	7	\$ 39,282.24	\$ 3,039.75
R179352	7	\$ 39,282.24	\$ 3,039.75
R179353	7	\$ 39,282.24	\$ 3,039.75
R179354	7	\$ 39,282.24	\$ 3,039.75
R179355	7	\$ 39,282.24	\$ 3,039.75
R179356	7	\$ 39,282.24	\$ 3,039.75
R179357	7	\$ 39,282.24	\$ 3,039.75
R179358	7	\$ 39,282.24	\$ 3,039.75
R179359	7	\$ 39,282.24	\$ 3,039.75
R179360	7	\$ 39,282.24	\$ 3,039.75

Property ID	Lot Type	Improvement Area #2	
		Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R179361	7	\$ 39,282.24	\$ 3,039.75
R179362	7	\$ 39,282.24	\$ 3,039.75
R179363	7	\$ 39,282.24	\$ 3,039.75
R179364	7	\$ 39,282.24	\$ 3,039.75
R179365	7	\$ 39,282.24	\$ 3,039.75
R179366	7	\$ 39,282.24	\$ 3,039.75
R179367	7	\$ 39,282.24	\$ 3,039.75
R179368	7	\$ 39,282.24	\$ 3,039.75
R179369	7	\$ 39,282.24	\$ 3,039.75
R179370	7	\$ 39,282.24	\$ 3,039.75
R179371	7	\$ 39,282.24	\$ 3,039.75
R179372	7	\$ 39,282.24	\$ 3,039.75
R179373	Open Space	\$ -	\$ -
R179374	7	\$ 39,282.24	\$ 3,039.75
R179375	7	\$ 39,282.24	\$ 3,039.75
R179376	7	\$ 39,282.24	\$ 3,039.75
R179377	7	\$ 39,282.24	\$ 3,039.75
R179378	7	\$ 39,282.24	\$ 3,039.75
R179379	7	\$ 39,282.24	\$ 3,039.75
R179380	7	\$ 39,282.24	\$ 3,039.75
R179381	Open Space	\$ -	\$ -
R179382	7	\$ 39,282.24	\$ 3,039.75
R179383	7	\$ 39,282.24	\$ 3,039.75
R179384	7	\$ 39,282.24	\$ 3,039.75
R179385	7	\$ 39,282.24	\$ 3,039.75
R179386	7	\$ 39,282.24	\$ 3,039.75
R179387	7	\$ 39,282.24	\$ 3,039.75
R179388	7	\$ 39,282.24	\$ 3,039.75
R179389	7	\$ 39,282.24	\$ 3,039.75
R179390	7	\$ 39,282.24	\$ 3,039.75
R179391	7	\$ 39,282.24	\$ 3,039.75
R179392	7	\$ 39,282.24	\$ 3,039.75
R179393	7	\$ 39,282.24	\$ 3,039.75
R179394	7	\$ 39,282.24	\$ 3,039.75
R179395	7	\$ 39,282.24	\$ 3,039.75
R176770	6	\$ 34,568.37	\$ 2,674.98
R176771	6	\$ 34,568.37	\$ 2,674.98
R176772	6	\$ 34,568.37	\$ 2,674.98
R176773	6	\$ 34,568.37	\$ 2,674.98
R176774	6	\$ 34,568.37	\$ 2,674.98

Property ID	Lot Type	Improvement Area #2	
		Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R176775	6	\$ 34,568.37	\$ 2,674.98
R176776	6	\$ 34,568.37	\$ 2,674.98
R176777	6	\$ 34,568.37	\$ 2,674.98
R176778	6	\$ 34,568.37	\$ 2,674.98
R176779	6	\$ 34,568.37	\$ 2,674.98
R176780	6	\$ 34,568.37	\$ 2,674.98
R176781	6	\$ 34,568.37	\$ 2,674.98
R176782	6	\$ 34,568.37	\$ 2,674.98
R176783	6	\$ 34,568.37	\$ 2,674.98
R176784	6	\$ 34,568.37	\$ 2,674.98
R176785	6	\$ 34,568.37	\$ 2,674.98
R176786	6	\$ 34,568.37	\$ 2,674.98
R176787	6	\$ 34,568.37	\$ 2,674.98
R176788	6	\$ 34,568.37	\$ 2,674.98
R176789	Amenity Center	\$ -	\$ -
R176790	Open Space	\$ -	\$ -
R176791	8	\$ 47,138.69	\$ 3,647.71
R176792	8	\$ 47,138.69	\$ 3,647.71
R176793	8	\$ 47,138.69	\$ 3,647.71
R176794	8	\$ 47,138.69	\$ 3,647.71
R176795	8	\$ 47,138.69	\$ 3,647.71
R176796	8	\$ 47,138.69	\$ 3,647.71
R176797	8	\$ 47,138.69	\$ 3,647.71
R176798	8	\$ 47,138.69	\$ 3,647.71
R176799	8	\$ 47,138.69	\$ 3,647.71
R176800	8	\$ 47,138.69	\$ 3,647.71
R176801	8	\$ 47,138.69	\$ 3,647.71
R176802	8	\$ 47,138.69	\$ 3,647.71
R176803	8	\$ 47,138.69	\$ 3,647.71
R176804	8	\$ 47,138.69	\$ 3,647.71
R176805	8	\$ 47,138.69	\$ 3,647.71
R176806	6	\$ 34,568.37	\$ 2,674.98
R176807	6	\$ 34,568.37	\$ 2,674.98
R176808	6	\$ 34,568.37	\$ 2,674.98
R176809	6	\$ 34,568.37	\$ 2,674.98
R176810	6	\$ 34,568.37	\$ 2,674.98
R176811	6	\$ 34,568.37	\$ 2,674.98
R176812	6	\$ 34,568.37	\$ 2,674.98
R176813	6	\$ 34,568.37	\$ 2,674.98
R176814	6	\$ 34,568.37	\$ 2,674.98

Property ID	Lot Type	Improvement Area #2	
		Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R176815	6	\$ 34,568.37	\$ 2,674.98
R176816	6	\$ 34,568.37	\$ 2,674.98
R176817	Open Space	\$ -	\$ -
R176818	6	\$ 34,568.37	\$ 2,674.98
R176819	6	\$ 34,568.37	\$ 2,674.98
R176820	6	\$ 34,568.37	\$ 2,674.98
R176821	6	\$ 34,568.37	\$ 2,674.98
R176822	6	\$ 34,568.37	\$ 2,674.98
R176823	6	\$ 34,568.37	\$ 2,674.98
R176824	6	\$ 34,568.37	\$ 2,674.98
R176825	6	\$ 34,568.37	\$ 2,674.98
R176826	6	\$ 34,568.37	\$ 2,674.98
R176827	6	\$ 34,568.37	\$ 2,674.98
R176828	6	\$ 34,568.37	\$ 2,674.98
R176829	6	\$ 34,568.37	\$ 2,674.98
R189449	6	\$ 34,568.37	\$ 2,674.98
R189450	6	\$ 34,568.37	\$ 2,674.98
R189451	6	\$ 34,568.37	\$ 2,674.98
R189452	6	\$ 34,568.37	\$ 2,674.98
R189453	6	\$ 34,568.37	\$ 2,674.98
R189454	6	\$ 34,568.37	\$ 2,674.98
R189455	8	\$ 47,138.69	\$ 3,647.71
R189456	8	\$ 47,138.69	\$ 3,647.71
R189457	8	\$ 47,138.69	\$ 3,647.71
R189458	8	\$ 47,138.69	\$ 3,647.71
R189459	8	\$ 47,138.69	\$ 3,647.71
R189460	8	\$ 47,138.69	\$ 3,647.71
R189461	8	\$ 47,138.69	\$ 3,647.71
R189462	8	\$ 47,138.69	\$ 3,647.71
R189463	8	\$ 47,138.69	\$ 3,647.71
R189464	8	\$ 47,138.69	\$ 3,647.71
R189465	8	\$ 47,138.69	\$ 3,647.71
R189466	8	\$ 47,138.69	\$ 3,647.71
R189467	8	\$ 47,138.69	\$ 3,647.71
R189468	8	\$ 47,138.69	\$ 3,647.71
R189469	Open Space	\$ -	\$ -
R189470	6	\$ 34,568.37	\$ 2,674.98
R189471	6	\$ 34,568.37	\$ 2,674.98
R189472	6	\$ 34,568.37	\$ 2,674.98
R189473	6	\$ 34,568.37	\$ 2,674.98

Property ID	Lot Type	Improvement Area #2	
		Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R189474	6	\$ 34,568.37	\$ 2,674.98
R189475	6	\$ 34,568.37	\$ 2,674.98
R189476	6	\$ 34,568.37	\$ 2,674.98
R189477	6	\$ 34,568.37	\$ 2,674.98
R189478	6	\$ 34,568.37	\$ 2,674.98
R189479	6	\$ 34,568.37	\$ 2,674.98
R189480	6	\$ 34,568.37	\$ 2,674.98
R189481	6	\$ 34,568.37	\$ 2,674.98
R189482	6	\$ 34,568.37	\$ 2,674.98
R189483	6	\$ 34,568.37	\$ 2,674.98
R189484	6	\$ 34,568.37	\$ 2,674.98
R189485	6	\$ 34,568.37	\$ 2,674.98
R189486	6	\$ 34,568.37	\$ 2,674.98
R189487	6	\$ 34,568.37	\$ 2,674.98
R189488	Open Space	\$ -	\$ -
R189489	6	\$ 34,568.37	\$ 2,674.98
R189490	6	\$ 34,568.37	\$ 2,674.98
R189491	6	\$ 34,568.37	\$ 2,674.98
R189492	6	\$ 34,568.37	\$ 2,674.98
R189493	6	\$ 34,568.37	\$ 2,674.98
R189494	6	\$ 34,568.37	\$ 2,674.98
R189495	6	\$ 34,568.37	\$ 2,674.98
R189496	6	\$ 34,568.37	\$ 2,674.98
R189497	6	\$ 34,568.37	\$ 2,674.98
R189498	8	\$ 47,138.69	\$ 3,647.71
R189499	8	\$ 47,138.69	\$ 3,647.71
R189500	8	\$ 47,138.69	\$ 3,647.71
R189501	8	\$ 47,138.69	\$ 3,647.71
R189502	8	\$ 47,138.69	\$ 3,647.71
R189503	8	\$ 47,138.69	\$ 3,647.71
R189504	8	\$ 47,138.69	\$ 3,647.71
R189505	8	\$ 47,138.69	\$ 3,647.71
R189506	Open Space	\$ -	\$ -
R190466	Open Space	\$ -	\$ -
Total		\$ 9,687,000.25	\$ 749,602.72

Notes:

[a] May not sum to the totals shown on annual installment or debt service schedules due to rounding.

EXHIBIT G – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Annual Installment Due	Improvement Area #2 Initial Bonds			Improvement Area #2 Additional Bonds			Annual Collection Costs	Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Principal	Interest [b]	Additional Interest [c]		
1/31/2025	\$ 185,000	\$ 216,394	\$ 29,700	\$ 90,000	\$ 188,134	\$ 18,735	\$ 21,641	\$ 749,604
1/31/2026	190,000	211,538	28,775	94,000	184,421	18,285	22,074	749,093
1/31/2027	195,000	205,600	27,825	100,000	180,544	17,815	22,515	749,299
1/31/2028	200,000	199,506	26,850	106,000	176,419	17,315	22,966	749,056
1/31/2029	210,000	193,256	25,850	108,000	172,046	16,785	23,425	749,362
1/31/2030	215,000	186,694	24,800	116,000	166,511	16,245	23,893	749,143
1/31/2031	220,000	179,975	23,725	124,000	160,566	15,665	24,371	748,303
1/31/2032	230,000	172,000	22,625	130,000	154,211	15,045	24,859	748,740
1/31/2033	240,000	163,663	21,475	136,000	147,549	14,395	25,356	748,437
1/31/2034	245,000	154,963	20,275	148,000	140,579	13,715	25,863	748,394
1/31/2035	255,000	146,081	19,050	156,000	132,994	12,975	26,380	748,480
1/31/2036	265,000	136,838	17,775	165,000	124,999	12,195	26,908	748,714
1/31/2037	275,000	127,231	16,450	174,000	116,543	11,370	27,446	748,040
1/31/2038	285,000	117,263	15,075	185,000	107,625	10,500	27,995	748,457
1/31/2039	295,000	106,931	13,650	196,000	98,144	9,575	28,555	747,855
1/31/2040	310,000	96,238	12,175	204,000	88,099	8,595	29,126	748,232
1/31/2041	320,000	85,000	10,625	217,000	77,644	7,575	29,708	747,552
1/31/2042	335,000	72,200	9,025	228,000	66,523	6,490	30,303	747,540
1/31/2043	345,000	58,800	7,350	246,000	54,838	5,350	30,909	748,246
1/31/2044	360,000	45,000	5,625	259,000	42,230	4,120	31,527	747,502
1/31/2045	375,000	30,600	3,825	274,000	28,956	2,825	32,157	747,364
1/31/2046	390,000	15,600	1,950	291,000	14,914	1,455	32,801	747,719
Total	\$ 5,940,000	\$ 2,921,369	\$ 384,475	\$ 3,747,000	\$ 2,624,486	\$ 257,025	\$ 590,777	\$ 16,465,132

[a] Interest is calculated at the actual interest rate of the Improvement Area #2 Initial Bonds.

[b] Interest is calculated at the actual interest rate of the Improvement Area #2 Additional Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: 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 – IMPROVEMENT AREA #3 ASSESSMENT ROLL

Property ID	Lot Type	Note	Improvement Area #3	
			Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R191678	11		\$ 53,585.50	\$ 4,144.58
R191679	11		\$ 53,585.50	\$ 4,144.58
R191680	11		\$ 53,585.50	\$ 4,144.58
R191681	11		\$ 53,585.50	\$ 4,144.58
R191682	11		\$ 53,585.50	\$ 4,144.58
R191683	11		\$ 53,585.50	\$ 4,144.58
R191684	11		\$ 53,585.50	\$ 4,144.58
R191685	11		\$ 53,585.50	\$ 4,144.58
R191686	11		\$ 53,585.50	\$ 4,144.58
R191687	11		\$ 53,585.50	\$ 4,144.58
R191688	11		\$ 53,585.50	\$ 4,144.58
R191689	11		\$ 53,585.50	\$ 4,144.58
R191690	11		\$ 53,585.50	\$ 4,144.58
R191691	11		\$ 53,585.50	\$ 4,144.58
R191692	11		\$ 53,585.50	\$ 4,144.58
R191693	11		\$ 53,585.50	\$ 4,144.58
R191694	11		\$ 53,585.50	\$ 4,144.58
R191695	11		\$ 53,585.50	\$ 4,144.58
R191696	9		\$ 38,114.85	\$ 2,948.00
R191697	9		\$ 38,114.85	\$ 2,948.00
R191698	9		\$ 38,114.85	\$ 2,948.00
R191699	9		\$ 38,114.85	\$ 2,948.00
R191700	9		\$ 38,114.85	\$ 2,948.00
R191701	9		\$ 38,114.85	\$ 2,948.00
R191702	9		\$ 38,114.85	\$ 2,948.00
R191703	9		\$ 38,114.85	\$ 2,948.00
R191704	9		\$ 38,114.85	\$ 2,948.00
R191705	11		\$ 53,585.50	\$ 4,144.58
R191706	9		\$ 38,114.85	\$ 2,948.00
R191707	9		\$ 38,114.85	\$ 2,948.00
R191708	9		\$ 38,114.85	\$ 2,948.00
R191709	9		\$ 38,114.85	\$ 2,948.00
R191710	9		\$ 38,114.85	\$ 2,948.00
R191711	9		\$ 38,114.85	\$ 2,948.00
R191712	9		\$ 38,114.85	\$ 2,948.00
R191713	9		\$ 38,114.85	\$ 2,948.00
R191714	9		\$ 38,114.85	\$ 2,948.00
R191715	9		\$ 38,114.85	\$ 2,948.00
R191716	9		\$ 38,114.85	\$ 2,948.00
R191717	9		\$ 38,114.85	\$ 2,948.00
R191718	9		\$ 38,114.85	\$ 2,948.00
R191719	11		\$ 53,585.50	\$ 4,144.58
R191720	11		\$ 53,585.50	\$ 4,144.58
R191721	11		\$ 53,585.50	\$ 4,144.58
R191722	11		\$ 53,585.50	\$ 4,144.58
R191723	Open Space		\$ -	\$ -
R191724	11		\$ 53,585.50	\$ 4,144.58
R191725	11		\$ 53,585.50	\$ 4,144.58
R191726	11		\$ 53,585.50	\$ 4,144.58
R191727	11		\$ 53,585.50	\$ 4,144.58

Property ID	Lot Type	Note	Improvement Area #3	
			Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R191728	11		\$ 53,585.50	\$ 4,144.58
R191729	9		\$ 38,114.85	\$ 2,948.00
R191730	9		\$ 38,114.85	\$ 2,948.00
R191731	9		\$ 38,114.85	\$ 2,948.00
R191732	9		\$ 38,114.85	\$ 2,948.00
R191733	9		\$ 38,114.85	\$ 2,948.00
R191734	9		\$ 38,114.85	\$ 2,948.00
R191735	9		\$ 38,114.85	\$ 2,948.00
R191736	9		\$ 38,114.85	\$ 2,948.00
R191737	9		\$ 38,114.85	\$ 2,948.00
R191738	11		\$ 53,585.50	\$ 4,144.58
R191739	11		\$ 53,585.50	\$ 4,144.58
R191740	9		\$ 38,114.85	\$ 2,948.00
R191741	9		\$ 38,114.85	\$ 2,948.00
R191742	9		\$ 38,114.85	\$ 2,948.00
R191743	9		\$ 38,114.85	\$ 2,948.00
R191744	9		\$ 38,114.85	\$ 2,948.00
R191745	9		\$ 38,114.85	\$ 2,948.00
R191746	9		\$ 38,114.85	\$ 2,948.00
R191747	9		\$ 38,114.85	\$ 2,948.00
R191748	9		\$ 38,114.85	\$ 2,948.00
R191749	9		\$ 38,114.85	\$ 2,948.00
R191750	9		\$ 38,114.85	\$ 2,948.00
R191751	9		\$ 38,114.85	\$ 2,948.00
R191752	9		\$ 38,114.85	\$ 2,948.00
R191753	9		\$ 38,114.85	\$ 2,948.00
R191754	9		\$ 38,114.85	\$ 2,948.00
R191755	9		\$ 38,114.85	\$ 2,948.00
R191756	9		\$ 38,114.85	\$ 2,948.00
R191757	9		\$ 38,114.85	\$ 2,948.00
R191758	9		\$ 38,114.85	\$ 2,948.00
R191759	9		\$ 38,114.85	\$ 2,948.00
R191760	9		\$ 38,114.85	\$ 2,948.00
R191761	9		\$ 38,114.85	\$ 2,948.00
R191762	9		\$ 38,114.85	\$ 2,948.00
R191763	9		\$ 38,114.85	\$ 2,948.00
R191764	Open Space		\$ -	\$ -
R191765	9		\$ 38,114.85	\$ 2,948.00
R191766	9		\$ 38,114.85	\$ 2,948.00
R194992	11		\$ 53,585.50	\$ 4,144.58
R194993	9		\$ 38,114.85	\$ 2,948.00
R182334	Open Space		\$ -	\$ -
R182335	11		\$ 53,585.50	\$ 4,144.58
R182336	11		\$ 53,585.50	\$ 4,144.58
R182337	11		\$ 53,585.50	\$ 4,144.58
R182338	11		\$ 53,585.50	\$ 4,144.58
R182339	11		\$ 53,585.50	\$ 4,144.58
R182340	11		\$ 53,585.50	\$ 4,144.58
R182341	11		\$ 53,585.50	\$ 4,144.58
R182342	11		\$ 53,585.50	\$ 4,144.58

Property ID	Lot Type	Note	Improvement Area #3	
			Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R182343	11		\$ 53,585.50	\$ 4,144.58
R182344	11		\$ 53,585.50	\$ 4,144.58
R182345	11		\$ 53,585.50	\$ 4,144.58
R182346	11		\$ 53,585.50	\$ 4,144.58
R182347	11		\$ 53,585.50	\$ 4,144.58
R182348	11		\$ 53,585.50	\$ 4,144.58
R182349	11		\$ 53,585.50	\$ 4,144.58
R182350	11		\$ 53,585.50	\$ 4,144.58
R182351	11		\$ 53,585.50	\$ 4,144.58
R182352	11		\$ 53,585.50	\$ 4,144.58
R182353	11		\$ 53,585.50	\$ 4,144.58
R182354	11		\$ 53,585.50	\$ 4,144.58
R182355	11		\$ 53,585.50	\$ 4,144.58
R182356	11		\$ 53,585.50	\$ 4,144.58
R182357	Open Space		\$ -	\$ -
R182358	11		\$ 53,585.50	\$ 4,144.58
R182359	11		\$ 53,585.50	\$ 4,144.58
R182360	11		\$ 53,585.50	\$ 4,144.58
R182361	11		\$ 53,585.50	\$ 4,144.58
R182362	11		\$ 53,585.50	\$ 4,144.58
R182363	11		\$ 53,585.50	\$ 4,144.58
R182364	11		\$ 53,585.50	\$ 4,144.58
R182365	Open Space		\$ -	\$ -
R182366	9		\$ 38,114.85	\$ 2,948.00
R182367	9		\$ 38,114.85	\$ 2,948.00
R182368	9		\$ 38,114.85	\$ 2,948.00
R182369	9		\$ 38,114.85	\$ 2,948.00
R182370	9		\$ 38,114.85	\$ 2,948.00
R182371	9		\$ 38,114.85	\$ 2,948.00
R182372	9		\$ 38,114.85	\$ 2,948.00
R182373	9		\$ 38,114.85	\$ 2,948.00
R182374	9		\$ 38,114.85	\$ 2,948.00
R182375	9		\$ 38,114.85	\$ 2,948.00
R182376	9		\$ 38,114.85	\$ 2,948.00
R182377	9		\$ 38,114.85	\$ 2,948.00
R182378	9		\$ 38,114.85	\$ 2,948.00
R182379	9		\$ 38,114.85	\$ 2,948.00
R182380	Open Space		\$ -	\$ -
R182381	11		\$ 53,585.50	\$ 4,144.58
R182382	9		\$ 38,114.85	\$ 2,948.00
R182383	9		\$ 38,114.85	\$ 2,948.00
R182384	9		\$ 38,114.85	\$ 2,948.00
R182385	9		\$ 38,114.85	\$ 2,948.00
R182386	9		\$ 38,114.85	\$ 2,948.00
R182387	9		\$ 38,114.85	\$ 2,948.00
R182388	9		\$ 38,114.85	\$ 2,948.00
R182389	9		\$ 38,114.85	\$ 2,948.00
R182390	9		\$ 38,114.85	\$ 2,948.00
R182391	9		\$ 38,114.85	\$ 2,948.00
R182392	9		\$ 38,114.85	\$ 2,948.00

Property ID	Lot Type	Note	Improvement Area #3	
			Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R182393	9		\$ 38,114.85	\$ 2,948.00
R182394	9		\$ 38,114.85	\$ 2,948.00
R182395	Open Space		\$ -	\$ -
R182396	9		\$ 38,114.85	\$ 2,948.00
R182397	9		\$ 38,114.85	\$ 2,948.00
R182398	9		\$ 38,114.85	\$ 2,948.00
R182399	9		\$ 38,114.85	\$ 2,948.00
R182400	9		\$ 38,114.85	\$ 2,948.00
R182401	9		\$ 38,114.85	\$ 2,948.00
R182402	9		\$ 38,114.85	\$ 2,948.00
R182403	9		\$ 38,114.85	\$ 2,948.00
R182404	9		\$ 38,114.85	\$ 2,948.00
R182405	9		\$ 38,114.85	\$ 2,948.00
R182406	9		\$ 38,114.85	\$ 2,948.00
R182407	9		\$ 38,114.85	\$ 2,948.00
R182408	9		\$ 38,114.85	\$ 2,948.00
R182409	Open Space		\$ -	\$ -
R182410	9		\$ 38,114.85	\$ 2,948.00
R182411	9		\$ 38,114.85	\$ 2,948.00
R182412	9		\$ 38,114.85	\$ 2,948.00
R182413	9		\$ 38,114.85	\$ 2,948.00
R182414	9		\$ 38,114.85	\$ 2,948.00
R182415	9		\$ 38,114.85	\$ 2,948.00
R182416	9		\$ 38,114.85	\$ 2,948.00
R182417	9		\$ 38,114.85	\$ 2,948.00
R182418	9		\$ 38,114.85	\$ 2,948.00
R182419	9		\$ 38,114.85	\$ 2,948.00
R182420	9		\$ 38,114.85	\$ 2,948.00
R182421	9		\$ 38,114.85	\$ 2,948.00
R182422	9		\$ 38,114.85	\$ 2,948.00
R182423	9		\$ 38,114.85	\$ 2,948.00
R182424	9		\$ 38,114.85	\$ 2,948.00
R182425	9		\$ 38,114.85	\$ 2,948.00
R182426	9		\$ 38,114.85	\$ 2,948.00
R182427	9		\$ 38,114.85	\$ 2,948.00
R182428	9		\$ 38,114.85	\$ 2,948.00
R182429	9		\$ 38,114.85	\$ 2,948.00
R182430	9		\$ 38,114.85	\$ 2,948.00
R182431	9		\$ 38,114.85	\$ 2,948.00
R182432	9		\$ 38,114.85	\$ 2,948.00
R182433	9		\$ 38,114.85	\$ 2,948.00
R202034	Open Space		\$ -	\$ -
R197760	11		\$ 53,585.50	\$ 4,144.58
R197761	11		\$ 53,585.50	\$ 4,144.58
R197762	11		\$ 53,585.50	\$ 4,144.58
R197763	11		\$ 53,585.50	\$ 4,144.58
R197764	11		\$ 53,585.50	\$ 4,144.58
R197765	11		\$ 53,585.50	\$ 4,144.58
R197766	11		\$ 53,585.50	\$ 4,144.58
R197767	11		\$ 53,585.50	\$ 4,144.58

Property ID	Lot Type	Note	Improvement Area #3	
			Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R197768	11		\$ 53,585.50	\$ 4,144.58
R197769	11		\$ 53,585.50	\$ 4,144.58
R197770	11		\$ 53,585.50	\$ 4,144.58
R197771	11		\$ 53,585.50	\$ 4,144.58
R197772	11		\$ 53,585.50	\$ 4,144.58
R197773	11		\$ 53,585.50	\$ 4,144.58
R197774	11		\$ 53,585.50	\$ 4,144.58
R197775	11		\$ 53,585.50	\$ 4,144.58
R197776	11		\$ 53,585.50	\$ 4,144.58
R197777	11		\$ 53,585.50	\$ 4,144.58
R197778	11		\$ 53,585.50	\$ 4,144.58
R197779	11		\$ 53,585.50	\$ 4,144.58
R197780	11		\$ 53,585.50	\$ 4,144.58
R197781	11		\$ 53,585.50	\$ 4,144.58
R197782	11		\$ 53,585.50	\$ 4,144.58
R197783	11		\$ 53,585.50	\$ 4,144.58
R197784	11		\$ 53,585.50	\$ 4,144.58
R197785	11		\$ 53,585.50	\$ 4,144.58
R197786	11		\$ 53,585.50	\$ 4,144.58
R197787	11		\$ 53,585.50	\$ 4,144.58
R197788	11		\$ 53,585.50	\$ 4,144.58
R197789	11		\$ 53,585.50	\$ 4,144.58
R197790	11		\$ 53,585.50	\$ 4,144.58
R197791	11		\$ 53,585.50	\$ 4,144.58
R197792	11		\$ 53,585.50	\$ 4,144.58
R197793	11		\$ 53,585.50	\$ 4,144.58
R197794	11		\$ 53,585.50	\$ 4,144.58
R197795	11		\$ 53,585.50	\$ 4,144.58
R197796	11		\$ 53,585.50	\$ 4,144.58
R197797	11		\$ 53,585.50	\$ 4,144.58
R197798	11		\$ 53,585.50	\$ 4,144.58
R197799	11		\$ 53,585.50	\$ 4,144.58
R197800	11		\$ 53,585.50	\$ 4,144.58
R197801	11		\$ 53,585.50	\$ 4,144.58
R197802	11		\$ 53,585.50	\$ 4,144.58
R197803	11		\$ 53,585.50	\$ 4,144.58
R197804	11		\$ 53,585.50	\$ 4,144.58
R197805	Open Space		\$ -	\$ -
R197806	Open Space		\$ -	\$ -
R197807	Open Space		\$ -	\$ -
R197808	Open Space		\$ -	\$ -
R197809	11		\$ 53,585.50	\$ 4,144.58
R197810	11		\$ 53,585.50	\$ 4,144.58
R197811	11		\$ 53,585.50	\$ 4,144.58
R197812	11		\$ 53,585.50	\$ 4,144.58
R197813	11		\$ 53,585.50	\$ 4,144.58
R197814	11		\$ 53,585.50	\$ 4,144.58
R197815	11		\$ 53,585.50	\$ 4,144.58
R197816	11		\$ 53,585.50	\$ 4,144.58
R197817	11		\$ 53,585.50	\$ 4,144.58

Property ID	Lot Type	Note	Improvement Area #3	
			Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R197818	11		\$ 53,585.50	\$ 4,144.58
R197819	11		\$ 53,585.50	\$ 4,144.58
R197820	11		\$ 53,585.50	\$ 4,144.58
R197821	11		\$ 53,585.50	\$ 4,144.58
R197822	11		\$ 53,585.50	\$ 4,144.58
R197823	11		\$ 53,585.50	\$ 4,144.58
R197824	11		\$ 53,585.50	\$ 4,144.58
R197825	11		\$ 53,585.50	\$ 4,144.58
R197826	11		\$ 53,585.50	\$ 4,144.58
R197827	11		\$ 53,585.50	\$ 4,144.58
R197828	11		\$ 53,585.50	\$ 4,144.58
R197829	11		\$ 53,585.50	\$ 4,144.58
R197830	11		\$ 53,585.50	\$ 4,144.58
R197831	11		\$ 53,585.50	\$ 4,144.58
R197832	11		\$ 53,585.50	\$ 4,144.58
R197833	11		\$ 53,585.50	\$ 4,144.58
R197834	11		\$ 53,585.50	\$ 4,144.58
R197835	Open Space		\$ -	\$ -
R197841	11		\$ 53,585.50	\$ 4,144.58
R196800	10		\$ 41,442.33	\$ 3,205.37
R196801	10		\$ 41,442.33	\$ 3,205.37
R196802	10		\$ 41,442.33	\$ 3,205.37
R196803	10		\$ 41,442.33	\$ 3,205.37
R196804	10		\$ 41,442.33	\$ 3,205.37
R196805	10		\$ 41,442.33	\$ 3,205.37
R196806	10		\$ 41,442.33	\$ 3,205.37
R196807	10		\$ 41,442.33	\$ 3,205.37
R196808	10		\$ 41,442.33	\$ 3,205.37
R196809	10		\$ 41,442.33	\$ 3,205.37
R196810	10		\$ 41,442.33	\$ 3,205.37
R196811	10		\$ 41,442.33	\$ 3,205.37
R196812	10		\$ 41,442.33	\$ 3,205.37
R196813	10		\$ 41,442.33	\$ 3,205.37
R196814	10		\$ 41,442.33	\$ 3,205.37
R196815	10		\$ 41,442.33	\$ 3,205.37
R196816	10		\$ 41,442.33	\$ 3,205.37
R196817	10		\$ 41,442.33	\$ 3,205.37
R196818	10		\$ 41,442.33	\$ 3,205.37
R196819	10		\$ 41,442.33	\$ 3,205.37
R196820	10		\$ 41,442.33	\$ 3,205.37
R196821	10		\$ 41,442.33	\$ 3,205.37
R196822	10		\$ 41,442.33	\$ 3,205.37
R196823	10		\$ 41,442.33	\$ 3,205.37
R196824	10		\$ 41,442.33	\$ 3,205.37
R196825	10		\$ 41,442.33	\$ 3,205.37
R196826	10		\$ 41,442.33	\$ 3,205.37
R196827	10		\$ 41,442.33	\$ 3,205.37
R196828	10		\$ 41,442.33	\$ 3,205.37
R196829	10		\$ 41,442.33	\$ 3,205.37
R196830	10		\$ 41,442.33	\$ 3,205.37

Property ID	Lot Type	Note	Improvement Area #3	
			Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R196831	10		\$ 41,442.33	\$ 3,205.37
R196832	10		\$ 41,442.33	\$ 3,205.37
R196833	10		\$ 41,442.33	\$ 3,205.37
R196834	10		\$ 41,442.33	\$ 3,205.37
R196835	10		\$ 41,442.33	\$ 3,205.37
R196836	10		\$ 41,442.33	\$ 3,205.37
R196837	10		\$ 41,442.33	\$ 3,205.37
R196838	10		\$ 41,442.33	\$ 3,205.37
R196839	10		\$ 41,442.33	\$ 3,205.37
R196840	10		\$ 41,442.33	\$ 3,205.37
R196841	10		\$ 41,442.33	\$ 3,205.37
R196842	10		\$ 41,442.33	\$ 3,205.37
R196843	10		\$ 41,442.33	\$ 3,205.37
R196844	10		\$ 41,442.33	\$ 3,205.37
R196845	10		\$ 41,442.33	\$ 3,205.37
R196846	10		\$ 41,442.33	\$ 3,205.37
R196847	10		\$ 41,442.33	\$ 3,205.37
R196848	10		\$ 41,442.33	\$ 3,205.37
R196849	10		\$ 41,442.33	\$ 3,205.37
R196850	10		\$ 41,442.33	\$ 3,205.37
R196851	10		\$ 41,442.33	\$ 3,205.37
R196852	10		\$ 41,442.33	\$ 3,205.37
R196853	10		\$ 41,442.33	\$ 3,205.37
R196854	10		\$ 41,442.33	\$ 3,205.37
R196855	10		\$ 41,442.33	\$ 3,205.37
R196856	10		\$ 41,442.33	\$ 3,205.37
R196857	10		\$ 41,442.33	\$ 3,205.37
R196858	10		\$ 41,442.33	\$ 3,205.37
R196859	10		\$ 41,442.33	\$ 3,205.37
R196860	10		\$ 41,442.33	\$ 3,205.37
R196861	10		\$ 41,442.33	\$ 3,205.37
R196862	10		\$ 41,442.33	\$ 3,205.37
R196863	10		\$ 41,442.33	\$ 3,205.37
R196864	10		\$ 41,442.33	\$ 3,205.37
R196865	10		\$ 41,442.33	\$ 3,205.37
R196866	10		\$ 41,442.33	\$ 3,205.37
R196867	Open Space		\$ -	\$ -
R196868	10		\$ 41,442.33	\$ 3,205.37
R196869	10		\$ 41,442.33	\$ 3,205.37
R196870	10		\$ 41,442.33	\$ 3,205.37
R196871	10		\$ 41,442.33	\$ 3,205.37
R196872	10		\$ 41,442.33	\$ 3,205.37
R196873	10		\$ 41,442.33	\$ 3,205.37
R196874	10		\$ 41,442.33	\$ 3,205.37
R196875	10		\$ 41,442.33	\$ 3,205.37
R196876	10		\$ 41,442.33	\$ 3,205.37
R196877	10		\$ 41,442.33	\$ 3,205.37
R196878	10		\$ 41,442.33	\$ 3,205.37
R196879	10		\$ 41,442.33	\$ 3,205.37
R196880	10		\$ 41,442.33	\$ 3,205.37

Property ID	Lot Type	Note	Improvement Area #3	
			Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R196881	10		\$ 41,442.33	\$ 3,205.37
R196882	10		\$ 41,442.33	\$ 3,205.37
R196883	10		\$ 41,442.33	\$ 3,205.37
R196884	10		\$ 41,442.33	\$ 3,205.37
R196885	10		\$ 41,442.33	\$ 3,205.37
R196886	10		\$ 41,442.33	\$ 3,205.37
R196887	10		\$ 41,442.33	\$ 3,205.37
R196888	10		\$ 41,442.33	\$ 3,205.37
R196889	10		\$ 41,442.33	\$ 3,205.37
R196890	10		\$ 41,442.33	\$ 3,205.37
R196891	10		\$ 41,442.33	\$ 3,205.37
R196892	10		\$ 41,442.33	\$ 3,205.37
R196893	10		\$ 41,442.33	\$ 3,205.37
R196894	10		\$ 41,442.33	\$ 3,205.37
R196895	10		\$ 41,442.33	\$ 3,205.37
R196896	10		\$ 41,442.33	\$ 3,205.37
R196897	10		\$ 41,442.33	\$ 3,205.37
R196898	10		\$ 41,442.33	\$ 3,205.37
R196899	10		\$ 41,442.33	\$ 3,205.37
R196900	10		\$ 41,442.33	\$ 3,205.37
R196901	10		\$ 41,442.33	\$ 3,205.37
R196902	Open Space		\$ -	\$ -
R197559	10		\$ 41,442.33	\$ 3,205.37
Total			\$ 16,004,000.86	\$ 1,237,832.88

Notes:

[a] May not sum to the totals shown on annual installment or debt service schedules due to rounding.

EXHIBIT I – IMPROVEMENT AREA #3 ANNUAL INSTALLMENTS

Installment Due	Improvement Area #3 Initial Bonds				Improvement Area #3 Additional Bonds			Annual Collection Costs	Total Annual Installment
	Principal	Interest [a]	Capitalized Interest	Additional Interest [c]	Principal	Interest [b]	Additional Interest [c]		
1/31/2025	\$ 317,000	\$ 392,104	\$ -	\$ 52,950	\$ 286,000	\$ 159,111	\$ -	\$ 30,669	\$ 1,237,834
1/31/2026	326,000	383,386	-	51,365	125,000	294,860	25,640	31,282	1,237,533
1/31/2027	336,000	374,421	-	49,735	133,000	287,673	25,015	31,908	1,237,752
1/31/2028	349,000	363,081	-	48,055	140,000	280,025	24,350	32,546	1,237,057
1/31/2029	362,000	351,303	-	46,310	149,000	271,975	23,650	33,197	1,237,434
1/31/2030	375,000	339,085	-	44,500	159,000	263,408	22,905	33,861	1,237,758
1/31/2031	389,000	326,429	-	42,625	168,000	254,265	22,110	34,538	1,236,967
1/31/2032	403,000	313,300	-	40,680	179,000	244,605	21,270	35,229	1,237,084
1/31/2033	419,000	298,188	-	38,665	191,000	234,313	20,375	35,933	1,237,473
1/31/2034	437,000	282,475	-	36,570	202,000	223,330	19,420	36,652	1,237,447
1/31/2035	454,000	266,088	-	34,385	215,000	211,715	18,410	37,385	1,236,983
1/31/2036	473,000	249,063	-	32,115	228,000	199,353	17,335	38,133	1,236,998
1/31/2037	492,000	231,325	-	29,750	243,000	186,243	16,195	38,896	1,237,408
1/31/2038	512,000	212,875	-	27,290	258,000	172,270	14,980	39,673	1,237,088
1/31/2039	533,000	193,675	-	24,730	274,000	157,435	13,690	40,467	1,236,997
1/31/2040	555,000	173,688	-	22,065	291,000	141,680	12,320	41,276	1,237,029
1/31/2041	578,000	152,875	-	19,290	309,000	124,948	10,865	42,102	1,237,079
1/31/2042	601,000	131,200	-	16,400	329,000	107,180	9,320	42,944	1,237,044
1/31/2043	628,000	107,160	-	13,395	349,000	88,263	7,675	43,803	1,237,295
1/31/2044	655,000	82,040	-	10,255	371,000	68,195	5,930	44,679	1,237,099
1/31/2045	683,000	55,840	-	6,980	395,000	46,863	4,075	45,572	1,237,330
1/31/2046	713,000	28,520	-	3,565	420,000	24,150	2,100	46,484	1,237,819
Total	\$ 10,590,000	\$ 5,308,119	\$ -	\$ 691,675	\$ 5,414,000	\$ 4,041,856	\$ 337,630	\$ 837,228	\$ 27,220,508

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Interest is calculated at a 5.75% rate for illustrative purposes.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: 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 – IMPROVEMENT AREA #4 ASSESSMENT ROLL

Property ID	Lot Type	Note	Improvement Area #4	
			Total Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R196926	Non-Benefited		\$ -	\$ -
R196927	16		\$ 34,349.40	\$ 2,863.77
R196928	16		\$ 34,349.40	\$ 2,863.77
R196929	16		\$ 34,349.40	\$ 2,863.77
R196930	16		\$ 34,349.40	\$ 2,863.77
R196931	16		\$ 34,349.40	\$ 2,863.77
R196932	16		\$ 34,349.40	\$ 2,863.77
R196933	16		\$ 34,349.40	\$ 2,863.77
R196934	16		\$ 34,349.40	\$ 2,863.77
R196935	16		\$ 34,349.40	\$ 2,863.77
R196936	16		\$ 34,349.40	\$ 2,863.77
R196937	16		\$ 34,349.40	\$ 2,863.77
R196938	16		\$ 34,349.40	\$ 2,863.77
R196939	16		\$ 34,349.40	\$ 2,863.77
R196940	16		\$ 34,349.40	\$ 2,863.77
R196941	16		\$ 34,349.40	\$ 2,863.77
R196942	16		\$ 34,349.40	\$ 2,863.77
R196943	16		\$ 34,349.40	\$ 2,863.77
R196944	16		\$ 34,349.40	\$ 2,863.77
R196945	16		\$ 34,349.40	\$ 2,863.77
R196946	16		\$ 34,349.40	\$ 2,863.77
R196947	16		\$ 34,349.40	\$ 2,863.77
R196948	16		\$ 34,349.40	\$ 2,863.77
R196949	16		\$ 34,349.40	\$ 2,863.77
R196950	16		\$ 34,349.40	\$ 2,863.77
R196951	16		\$ 34,349.40	\$ 2,863.77
R196952	16		\$ 34,349.40	\$ 2,863.77
R196953	16		\$ 34,349.40	\$ 2,863.77
R196954	16		\$ 34,349.40	\$ 2,863.77
R196955	16		\$ 34,349.40	\$ 2,863.77
R196956	16		\$ 34,349.40	\$ 2,863.77
R196957	16		\$ 34,349.40	\$ 2,863.77
R196958	16		\$ 34,349.40	\$ 2,863.77
R196959	16		\$ 34,349.40	\$ 2,863.77
R196960	16		\$ 34,349.40	\$ 2,863.77
R196961	16		\$ 34,349.40	\$ 2,863.77
R196962	16		\$ 34,349.40	\$ 2,863.77
R196963	16		\$ 34,349.40	\$ 2,863.77
R196964	16		\$ 34,349.40	\$ 2,863.77
R196965	16		\$ 34,349.40	\$ 2,863.77
R196966	16		\$ 34,349.40	\$ 2,863.77
R196967	16		\$ 34,349.40	\$ 2,863.77
R196968	16		\$ 34,349.40	\$ 2,863.77
R196969	16		\$ 34,349.40	\$ 2,863.77
R196970	16		\$ 34,349.40	\$ 2,863.77
R196971	16		\$ 34,349.40	\$ 2,863.77
R196972	16		\$ 34,349.40	\$ 2,863.77
R196973	16		\$ 34,349.40	\$ 2,863.77
R196974	16		\$ 34,349.40	\$ 2,863.77
R196975	16		\$ 34,349.40	\$ 2,863.77

Property ID	Lot Type	Note	Improvement Area #4	
			Total Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R196976	16		\$ 34,349.40	\$ 2,863.77
R196977	16		\$ 34,349.40	\$ 2,863.77
R196978	16		\$ 34,349.40	\$ 2,863.77
R196979	16		\$ 34,349.40	\$ 2,863.77
R196980	Non-Benefited		\$ -	\$ -
R196981	16		\$ 34,349.40	\$ 2,863.77
R196982	16		\$ 34,349.40	\$ 2,863.77
R196983	16		\$ 34,349.40	\$ 2,863.77
R196984	16		\$ 34,349.40	\$ 2,863.77
R196985	16		\$ 34,349.40	\$ 2,863.77
R196986	16		\$ 34,349.40	\$ 2,863.77
R196987	16		\$ 34,349.40	\$ 2,863.77
R196988	16		\$ 34,349.40	\$ 2,863.77
R196989	16		\$ 34,349.40	\$ 2,863.77
R196990	16		\$ 34,349.40	\$ 2,863.77
R196991	16		\$ 34,349.40	\$ 2,863.77
R196992	16		\$ 34,349.40	\$ 2,863.77
R196993	16		\$ 34,349.40	\$ 2,863.77
R196994	16		\$ 34,349.40	\$ 2,863.77
R196995	16		\$ 34,349.40	\$ 2,863.77
R196996	16		\$ 34,349.40	\$ 2,863.77
R196997	16		\$ 34,349.40	\$ 2,863.77
R196998	16		\$ 34,349.40	\$ 2,863.77
R196999	16		\$ 34,349.40	\$ 2,863.77
R197000	16		\$ 34,349.40	\$ 2,863.77
R197001	16		\$ 34,349.40	\$ 2,863.77
R197002	16		\$ 34,349.40	\$ 2,863.77
R197003	16		\$ 34,349.40	\$ 2,863.77
R197004	16		\$ 34,349.40	\$ 2,863.77
R197005	16		\$ 34,349.40	\$ 2,863.77
R197006	16		\$ 34,349.40	\$ 2,863.77
R197007	16		\$ 34,349.40	\$ 2,863.77
R197008	16		\$ 34,349.40	\$ 2,863.77
R197009	16		\$ 34,349.40	\$ 2,863.77
R197010	16		\$ 34,349.40	\$ 2,863.77
R197011	Non-Benefited		\$ -	\$ -
R197954	13		\$ 38,811.59	\$ 3,213.58
R197955	13		\$ 38,811.59	\$ 3,213.58
R197956	13		\$ 38,811.59	\$ 3,213.58
R197957	13		\$ 38,811.59	\$ 3,213.58
R197958	13		\$ 38,811.59	\$ 3,213.58
R197959	13		\$ 38,811.59	\$ 3,213.58
R197960	13		\$ 38,811.59	\$ 3,213.58
R197961	Non-Benefited		\$ -	\$ -
R197962	13		\$ 38,811.59	\$ 3,213.58
R197963	13		\$ 38,811.59	\$ 3,213.58
R197964	13		\$ 38,811.59	\$ 3,213.58
R197965	13		\$ 38,811.59	\$ 3,213.58
R197966	13		\$ 38,811.59	\$ 3,213.58
R197967	13		\$ 38,811.59	\$ 3,213.58

Property ID	Lot Type	Note	Improvement Area #4	
			Total Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R197968	13		\$ 38,811.59	\$ 3,213.58
R197969	13		\$ 38,811.59	\$ 3,213.58
R197970	13		\$ 38,811.59	\$ 3,213.58
R197971	13		\$ 38,811.59	\$ 3,213.58
R197972	13		\$ 38,811.59	\$ 3,213.58
R197973	13		\$ 38,811.59	\$ 3,213.58
R197974	13		\$ 38,811.59	\$ 3,213.58
R197975	Non-Benefited		\$ -	\$ -
R197976	13		\$ 38,811.59	\$ 3,213.58
R197977	13		\$ 38,811.59	\$ 3,213.58
R197978	13		\$ 38,811.59	\$ 3,213.58
R197979	13		\$ 38,811.59	\$ 3,213.58
R197980	13		\$ 38,811.59	\$ 3,213.58
R197981	13		\$ 38,811.59	\$ 3,213.58
R197982	13		\$ 38,811.59	\$ 3,213.58
R197983	13		\$ 38,811.59	\$ 3,213.58
R197984	13		\$ 38,811.59	\$ 3,213.58
R197985	13		\$ 38,811.59	\$ 3,213.58
R197986	13		\$ 38,811.59	\$ 3,213.58
R197987	13		\$ 38,811.59	\$ 3,213.58
R197988	13		\$ 38,811.59	\$ 3,213.58
R197989	13		\$ 38,811.59	\$ 3,213.58
R197990	13		\$ 38,811.59	\$ 3,213.58
R197991	13		\$ 38,811.59	\$ 3,213.58
R197992	13		\$ 38,811.59	\$ 3,213.58
R197993	13		\$ 38,811.59	\$ 3,213.58
R197994	13		\$ 38,811.59	\$ 3,213.58
R197995	Non-Benefited		\$ -	\$ -
R197996	13		\$ 38,811.59	\$ 3,213.58
R197997	13		\$ 38,811.59	\$ 3,213.58
R197998	13		\$ 38,811.59	\$ 3,213.58
R197999	13		\$ 38,811.59	\$ 3,213.58
R198000	13		\$ 38,811.59	\$ 3,213.58
R198001	13		\$ 38,811.59	\$ 3,213.58
R198002	13		\$ 38,811.59	\$ 3,213.58
R198003	13		\$ 38,811.59	\$ 3,213.58
R198004	13		\$ 38,811.59	\$ 3,213.58
R198005	13		\$ 38,811.59	\$ 3,213.58
R198006	13		\$ 38,811.59	\$ 3,213.58
R198007	13		\$ 38,811.59	\$ 3,213.58
R198008	13		\$ 38,811.59	\$ 3,213.58
R198009	13		\$ 38,811.59	\$ 3,213.58
R198010	13		\$ 38,811.59	\$ 3,213.58
R198011	13		\$ 38,811.59	\$ 3,213.58
R198012	13		\$ 38,811.59	\$ 3,213.58
R198013	13		\$ 38,811.59	\$ 3,213.58
R198014	13		\$ 38,811.59	\$ 3,213.58
R198015	13		\$ 38,811.59	\$ 3,213.58
R198016	13		\$ 38,811.59	\$ 3,213.58
R198017	13		\$ 38,811.59	\$ 3,213.58

Property ID	Lot Type	Note	Improvement Area #4	
			Total Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R198018	13		\$ 38,811.59	\$ 3,213.58
R198019	13		\$ 38,811.59	\$ 3,213.58
R198020	13		\$ 38,811.59	\$ 3,213.58
R198021	13		\$ 38,811.59	\$ 3,213.58
R198022	13		\$ 38,811.59	\$ 3,213.58
R198023	13		\$ 38,811.59	\$ 3,213.58
R198024	13		\$ 38,811.59	\$ 3,213.58
R198025	13		\$ 38,811.59	\$ 3,213.58
R198026	Non-Benefited		\$ -	\$ -
R198027	Non-Benefited		\$ -	\$ -
R189099	Non-Benefited		\$ -	\$ -
R189851	14		\$ 71,415.79	\$ 5,830.91
R189852	14		\$ 71,415.79	\$ 5,830.91
R189853	14		\$ 71,415.79	\$ 5,830.91
R189854	14		\$ 71,415.79	\$ 5,830.91
R189855	14		\$ 71,415.79	\$ 5,830.91
R189856	14		\$ 71,415.79	\$ 5,830.91
R189857	14		\$ 71,415.79	\$ 5,830.91
R189858	14		\$ 71,415.79	\$ 5,830.91
R189859	14		\$ 71,415.79	\$ 5,830.91
R189860	14		\$ 71,415.79	\$ 5,830.91
R189861	14		\$ 71,415.79	\$ 5,830.91
R189862	14		\$ 71,415.79	\$ 5,830.91
R189863	14		\$ 71,415.79	\$ 5,830.91
R189864	14		\$ 71,415.79	\$ 5,830.91
R189865	14		\$ 71,415.79	\$ 5,830.91
R189866	14		\$ 71,415.79	\$ 5,830.91
R189867	14		\$ 71,415.79	\$ 5,830.91
R189868	14		\$ 71,415.79	\$ 5,830.91
R189869	14		\$ 71,415.79	\$ 5,830.91
R189870	14		\$ 71,415.79	\$ 5,830.91
R189871	14		\$ 71,415.79	\$ 5,830.91
R189872	14		\$ 71,415.79	\$ 5,830.91
R189873	14		\$ 71,415.79	\$ 5,830.91
R189874	14		\$ 71,415.79	\$ 5,830.91
R189875	14		\$ 71,415.79	\$ 5,830.91
R189876	14		\$ 71,415.79	\$ 5,830.91
R189877	14		\$ 71,415.79	\$ 5,830.91
R189878	14		\$ 71,415.79	\$ 5,830.91
R189879	14		\$ 71,415.79	\$ 5,830.91
R189880	14		\$ 71,415.79	\$ 5,830.91
R189881	14		\$ 71,415.79	\$ 5,830.91
R189882	14		\$ 71,415.79	\$ 5,830.91
R189883	14		\$ 71,415.79	\$ 5,830.91
R189884	14		\$ 71,415.79	\$ 5,830.91
R189885	14		\$ 71,415.79	\$ 5,830.91
R189886	14		\$ 71,415.79	\$ 5,830.91
R189887	14		\$ 71,415.79	\$ 5,830.91
R189888	14		\$ 71,415.79	\$ 5,830.91
R189889	Non-Benefited		\$ -	\$ -

Property ID	Lot Type	Note	Improvement Area #4	
			Total Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R189890	14		\$ 71,415.79	\$ 5,830.91
R189891	14		\$ 71,415.79	\$ 5,830.91
R189892	14		\$ 71,415.79	\$ 5,830.91
R189893	14		\$ 71,415.79	\$ 5,830.91
R189894	14		\$ 71,415.79	\$ 5,830.91
R189895	14		\$ 71,415.79	\$ 5,830.91
R189896	14		\$ 71,415.79	\$ 5,830.91
R189897	14		\$ 71,415.79	\$ 5,830.91
R189898	14		\$ 71,415.79	\$ 5,830.91
R189899	Non-Benefited		\$ -	\$ -
R189900	14		\$ 71,415.79	\$ 5,830.91
R189901	14		\$ 71,415.79	\$ 5,830.91
R189902	14		\$ 71,415.79	\$ 5,830.91
R189903	14		\$ 71,415.79	\$ 5,830.91
R189904	14		\$ 71,415.79	\$ 5,830.91
R189905	14		\$ 71,415.79	\$ 5,830.91
R189906	14		\$ 71,415.79	\$ 5,830.91
R189907	14		\$ 71,415.79	\$ 5,830.91
R189908	14		\$ 71,415.79	\$ 5,830.91
R189909	14		\$ 71,415.79	\$ 5,830.91
R189910	14		\$ 71,415.79	\$ 5,830.91
R189911	14		\$ 71,415.79	\$ 5,830.91
R189912	14		\$ 71,415.79	\$ 5,830.91
R189913	14		\$ 71,415.79	\$ 5,830.91
R189914	14		\$ 71,415.79	\$ 5,830.91
R189915	14		\$ 71,415.79	\$ 5,830.91
R189916	14		\$ 71,415.79	\$ 5,830.91
R189917	14		\$ 71,415.79	\$ 5,830.91
R189918	14		\$ 71,415.79	\$ 5,830.91
R189919	14		\$ 71,415.79	\$ 5,830.91
R189920	14		\$ 71,415.79	\$ 5,830.91
R189921	14		\$ 71,415.79	\$ 5,830.91
R189922	14		\$ 71,415.79	\$ 5,830.91
R189923	14		\$ 71,415.79	\$ 5,830.91
R189924	14		\$ 71,415.79	\$ 5,830.91
R189925	14		\$ 71,415.79	\$ 5,830.91
R189926	14		\$ 71,415.79	\$ 5,830.91
R189927	14		\$ 71,415.79	\$ 5,830.91
R189928	14		\$ 71,415.79	\$ 5,830.91
R189929	14		\$ 71,415.79	\$ 5,830.91
R189930	14		\$ 71,415.79	\$ 5,830.91
R189931	14		\$ 71,415.79	\$ 5,830.91
R189932	Non-Benefited		\$ -	\$ -
R189784	15		\$ 77,367.11	\$ 6,316.82
R189785	15		\$ 77,367.11	\$ 6,316.82
R189786	15		\$ 77,367.11	\$ 6,316.82
R189787	15		\$ 77,367.11	\$ 6,316.82
R189788	15		\$ 77,367.11	\$ 6,316.82
R189789	15		\$ 77,367.11	\$ 6,316.82
R189790	15		\$ 77,367.11	\$ 6,316.82

Property ID	Lot Type	Note	Improvement Area #4	
			Total Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R189791	15		\$ 77,367.11	\$ 6,316.82
R189792	15		\$ 77,367.11	\$ 6,316.82
R189793	15		\$ 77,367.11	\$ 6,316.82
R189794	15		\$ 77,367.11	\$ 6,316.82
R189795	15		\$ 77,367.11	\$ 6,316.82
R189796	15		\$ 77,367.11	\$ 6,316.82
R189797	15		\$ 77,367.11	\$ 6,316.82
R189798	15		\$ 77,367.11	\$ 6,316.82
R189799	Non-Benefited		\$ -	\$ -
R189800	15		\$ 77,367.11	\$ 6,316.82
R189801	15		\$ 77,367.11	\$ 6,316.82
R189802	15		\$ 77,367.11	\$ 6,316.82
R189803	15		\$ 77,367.11	\$ 6,316.82
R189804	15		\$ 77,367.11	\$ 6,316.82
R189805	15		\$ 77,367.11	\$ 6,316.82
R189806	15		\$ 77,367.11	\$ 6,316.82
R189807	15		\$ 77,367.11	\$ 6,316.82
R189808	15		\$ 77,367.11	\$ 6,316.82
R189809	15		\$ 77,367.11	\$ 6,316.82
R189810	15		\$ 77,367.11	\$ 6,316.82
R189811	15		\$ 77,367.11	\$ 6,316.82
R189812	15		\$ 77,367.11	\$ 6,316.82
R189813	15		\$ 77,367.11	\$ 6,316.82
R189814	15		\$ 77,367.11	\$ 6,316.82
R189815	15		\$ 77,367.11	\$ 6,316.82
R189816	15		\$ 77,367.11	\$ 6,316.82
R189817	15		\$ 77,367.11	\$ 6,316.82
R189818	15		\$ 77,367.11	\$ 6,316.82
R189819	15		\$ 77,367.11	\$ 6,316.82
R189820	15		\$ 77,367.11	\$ 6,316.82
R189821	15		\$ 77,367.11	\$ 6,316.82
R189822	15		\$ 77,367.11	\$ 6,316.82
R189823	15		\$ 77,367.11	\$ 6,316.82
R189824	15		\$ 77,367.11	\$ 6,316.82
R189825	15		\$ 77,367.11	\$ 6,316.82
R189826	15		\$ 77,367.11	\$ 6,316.82
R189827	15		\$ 77,367.11	\$ 6,316.82
R189828	15		\$ 77,367.11	\$ 6,316.82
R189831	Non-Benefited		\$ -	\$ -
R189667	12		\$ 32,911.39	\$ 2,743.19
R189668	12		\$ 32,911.39	\$ 2,743.19
R189669	12		\$ 32,911.39	\$ 2,743.19
R189670	12		\$ 32,911.39	\$ 2,743.19
R189671	12		\$ 32,911.39	\$ 2,743.19
R189672	12		\$ 32,911.39	\$ 2,743.19
R189673	12		\$ 32,911.39	\$ 2,743.19
R189674	12		\$ 32,911.39	\$ 2,743.19
R189675	12		\$ 32,911.39	\$ 2,743.19
R189676	12		\$ 32,911.39	\$ 2,743.19
R189677	12		\$ 32,911.39	\$ 2,743.19

Property ID	Lot Type	Note	Improvement Area #4	
			Total Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R189678	12		\$ 32,911.39	\$ 2,743.19
R189679	12		\$ 32,911.39	\$ 2,743.19
R189680	12		\$ 32,911.39	\$ 2,743.19
R189681	12		\$ 32,911.39	\$ 2,743.19
R189682	12		\$ 32,911.39	\$ 2,743.19
R189683	12		\$ 32,911.39	\$ 2,743.19
R189684	12		\$ 32,911.39	\$ 2,743.19
R189685	12		\$ 32,911.39	\$ 2,743.19
R189686	12		\$ 32,911.39	\$ 2,743.19
R189687	12		\$ 32,911.39	\$ 2,743.19
R189688	12		\$ 32,911.39	\$ 2,743.19
R189689	12		\$ 32,911.39	\$ 2,743.19
R189690	12		\$ 32,911.39	\$ 2,743.19
R189691	12		\$ 32,911.39	\$ 2,743.19
R189692	12		\$ 32,911.39	\$ 2,743.19
R189693	12		\$ 32,911.39	\$ 2,743.19
R189694	12		\$ 32,911.39	\$ 2,743.19
R189695	12		\$ 32,911.39	\$ 2,743.19
R189696	12		\$ 32,911.39	\$ 2,743.19
R189697	12		\$ 32,911.39	\$ 2,743.19
R189698	12		\$ 32,911.39	\$ 2,743.19
R189699	12		\$ 32,911.39	\$ 2,743.19
R189700	12		\$ 32,911.39	\$ 2,743.19
R189701	12		\$ 32,911.39	\$ 2,743.19
R189702	12		\$ 32,911.39	\$ 2,743.19
R189703	12		\$ 32,911.39	\$ 2,743.19
R189704	12		\$ 32,911.39	\$ 2,743.19
R189705	12		\$ 32,911.39	\$ 2,743.19
R189706	12		\$ 32,911.39	\$ 2,743.19
R189707	12		\$ 32,911.39	\$ 2,743.19
R189708	12		\$ 32,911.39	\$ 2,743.19
R189709	12		\$ 32,911.39	\$ 2,743.19
R189710	12		\$ 32,911.39	\$ 2,743.19
R189711	12		\$ 32,911.39	\$ 2,743.19
R189712	12		\$ 32,911.39	\$ 2,743.19
R189713	12		\$ 32,911.39	\$ 2,743.19
R189714	12		\$ 32,911.39	\$ 2,743.19
R189715	12		\$ 32,911.39	\$ 2,743.19
R189716	12		\$ 32,911.39	\$ 2,743.19
R189717	12		\$ 32,911.39	\$ 2,743.19
R189718	12		\$ 32,911.39	\$ 2,743.19
R189719	12		\$ 32,911.39	\$ 2,743.19
R189720	12		\$ 32,911.39	\$ 2,743.19
R189721	12		\$ 32,911.39	\$ 2,743.19
R189722	12		\$ 32,911.39	\$ 2,743.19
R189723	12		\$ 32,911.39	\$ 2,743.19
R189724	12		\$ 32,911.39	\$ 2,743.19
R189725	12		\$ 32,911.39	\$ 2,743.19
R189726	12		\$ 32,911.39	\$ 2,743.19
R189727	12		\$ 32,911.39	\$ 2,743.19

Property ID	Lot Type	Note	Improvement Area #4	
			Total Outstanding Assessment [a]	Annual Installment due 1/31/2025 [a]
R189728	12		\$ 32,911.39	\$ 2,743.19
R189729	12		\$ 32,911.39	\$ 2,743.19
R189730	12		\$ 32,911.39	\$ 2,743.19
R189731	12		\$ 32,911.39	\$ 2,743.19
R189732	12		\$ 32,911.39	\$ 2,743.19
R189733	12		\$ 32,911.39	\$ 2,743.19
R189734	12		\$ 32,911.39	\$ 2,743.19
R189735	12		\$ 32,911.39	\$ 2,743.19
R189736	12		\$ 32,911.39	\$ 2,743.19
R189737	12		\$ 32,911.39	\$ 2,743.19
R189738	12		\$ 32,911.39	\$ 2,743.19
R189739	12		\$ 32,911.39	\$ 2,743.19
R189740	12		\$ 32,911.39	\$ 2,743.19
R189741	12		\$ 32,911.39	\$ 2,743.19
R189742	12		\$ 32,911.39	\$ 2,743.19
R189743	12		\$ 32,911.39	\$ 2,743.19
R189744	12		\$ 32,911.39	\$ 2,743.19
R189745	12		\$ 32,911.39	\$ 2,743.19
Total			\$ 17,174,999.97	\$ 1,414,723.91

Notes:

[a] May not sum to the totals shown on annual installment or debt service schedules due to rounding.

EXHIBIT K – IMPROVEMENT AREA #4 ANNUAL INSTALLMENTS

Annual Installment Due	Improvement Area #4 Bonds			Annual Collection Costs	Total Annual Installment
	Principal	Interest [a]	Additional Interest [b]		
1/31/2025	\$ 407,000	\$ 877,938	\$ 85,865	\$ 43,921	\$ 1,414,724
1/31/2026	425,000	860,131	83,840	44,799	1,413,771
1/31/2027	446,000	841,538	81,715	45,695	1,414,948
1/31/2028	468,000	822,025	79,485	46,609	1,416,119
1/31/2029	489,000	801,550	77,145	47,541	1,415,236
1/31/2030	513,000	779,545	74,700	48,492	1,415,737
1/31/2031	537,000	756,460	72,135	49,462	1,415,057
1/31/2032	564,000	732,295	69,450	50,451	1,416,196
1/31/2033	591,000	706,915	66,630	51,460	1,416,005
1/31/2034	621,000	680,320	63,675	52,490	1,417,485
1/31/2035	655,000	647,718	60,570	53,539	1,416,827
1/31/2036	693,000	613,330	57,295	54,610	1,418,235
1/31/2037	731,000	576,948	53,830	55,702	1,417,480
1/31/2038	773,000	538,570	50,175	56,816	1,418,561
1/31/2039	816,000	497,988	46,310	57,953	1,418,250
1/31/2040	861,000	455,148	42,230	59,112	1,417,489
1/31/2041	911,000	409,945	37,925	60,294	1,419,164
1/31/2042	963,000	362,118	33,370	61,500	1,419,987
1/31/2043	1,018,000	311,560	28,555	62,730	1,420,845
1/31/2044	1,075,000	258,115	23,465	63,985	1,420,565
1/31/2045	1,137,000	198,990	18,090	65,264	1,419,344
1/31/2046	1,205,000	136,455	12,405	66,570	1,420,430
1/31/2047	1,276,000	70,180	6,380	67,901	1,420,461
Total	\$ 17,175,000	\$ 12,935,779	\$ 1,225,240	\$ 1,266,899	\$ 32,602,918

[a] Interest is calculated at the actual rate of the Improvement Area #4 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate

Note: 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 L – IMPROVEMENT AREA #5 ASSESSMENT ROLL

Property ID [a]	Lot Type	Improvement Area #5	
		Total Outstanding Assessment	Annual Installment due 1/31/2025
201840	Improvement Area #5 Initial Parcel	\$ 3,604,000.00	\$ -
Improvement Area #5 Total		\$ 3,604,000.00	\$ -

Notes:

[a] Until a plat has been recorded within the Improvement Area #5 Initial Parcel, the Improvement Area #5 Annual Installment will be allocated to each property ID within the Improvement Area #5 Initial Parcel based on the Hays Central Appraisal District acreage for billing purposes only.

EXHIBIT M – IMPROVEMENT AREA #5 ANNUAL INSTALLMENTS

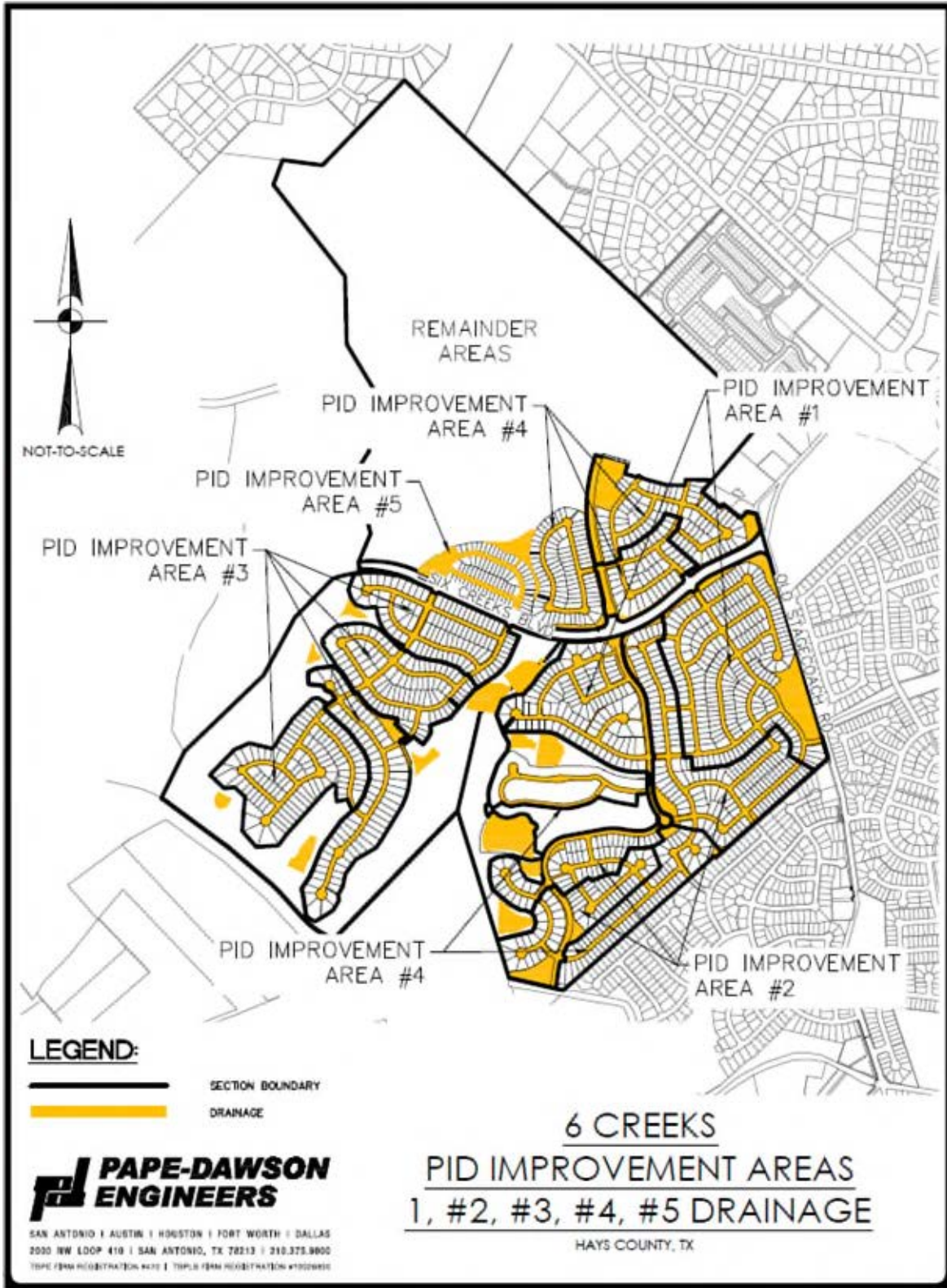
Annual Installment Due	Improvement Area #5 Bonds				Annual Collection Costs	Total Annual Installment
	Principal	Interest [a]	Capitalized Interest	Additional Interest [b]		
1/31/2025	\$ -	\$ (108,808)	\$ 108,808	\$ -	\$ -	\$ -
1/31/2026	68,000	211,735	-	18,020	30,600	328,355
1/31/2027	72,000	207,740	-	17,680	31,212	328,632
1/31/2028	76,000	203,510	-	17,320	31,836	328,666
1/31/2029	80,000	199,045	-	16,940	32,473	328,458
1/31/2030	85,000	194,345	-	16,540	33,122	329,007
1/31/2031	90,000	189,351	-	16,115	33,785	329,251
1/31/2032	95,000	184,064	-	15,665	34,461	329,189
1/31/2033	100,000	178,483	-	15,190	35,150	328,822
1/31/2034	106,000	172,608	-	14,690	35,853	329,150
1/31/2035	112,000	166,380	-	14,160	36,570	329,110
1/31/2036	118,000	159,800	-	13,600	37,301	328,701
1/31/2037	125,000	152,868	-	13,010	38,047	328,925
1/31/2038	132,000	145,524	-	12,385	38,808	328,717
1/31/2039	140,000	137,769	-	11,725	39,584	329,078
1/31/2040	148,000	129,544	-	11,025	40,376	328,945
1/31/2041	157,000	120,849	-	10,285	41,184	329,317
1/31/2042	166,000	111,625	-	9,500	42,007	329,132
1/31/2043	176,000	101,873	-	8,670	42,847	329,390
1/31/2044	186,000	91,533	-	7,790	43,704	329,027
1/31/2045	197,000	80,605	-	6,860	44,578	329,043
1/31/2046	209,000	69,031	-	5,875	45,470	329,376
1/31/2047	221,000	56,753	-	4,830	46,379	328,962
1/31/2048	234,000	43,769	-	3,725	47,307	328,801
1/31/2049	248,000	30,021	-	2,555	48,253	328,829
1/31/2050	263,000	15,451	-	1,315	49,218	328,984
Total	\$ 3,604,000	\$ 3,245,464	\$ 108,808	\$ 285,470	\$ 980,127	\$ 8,223,870

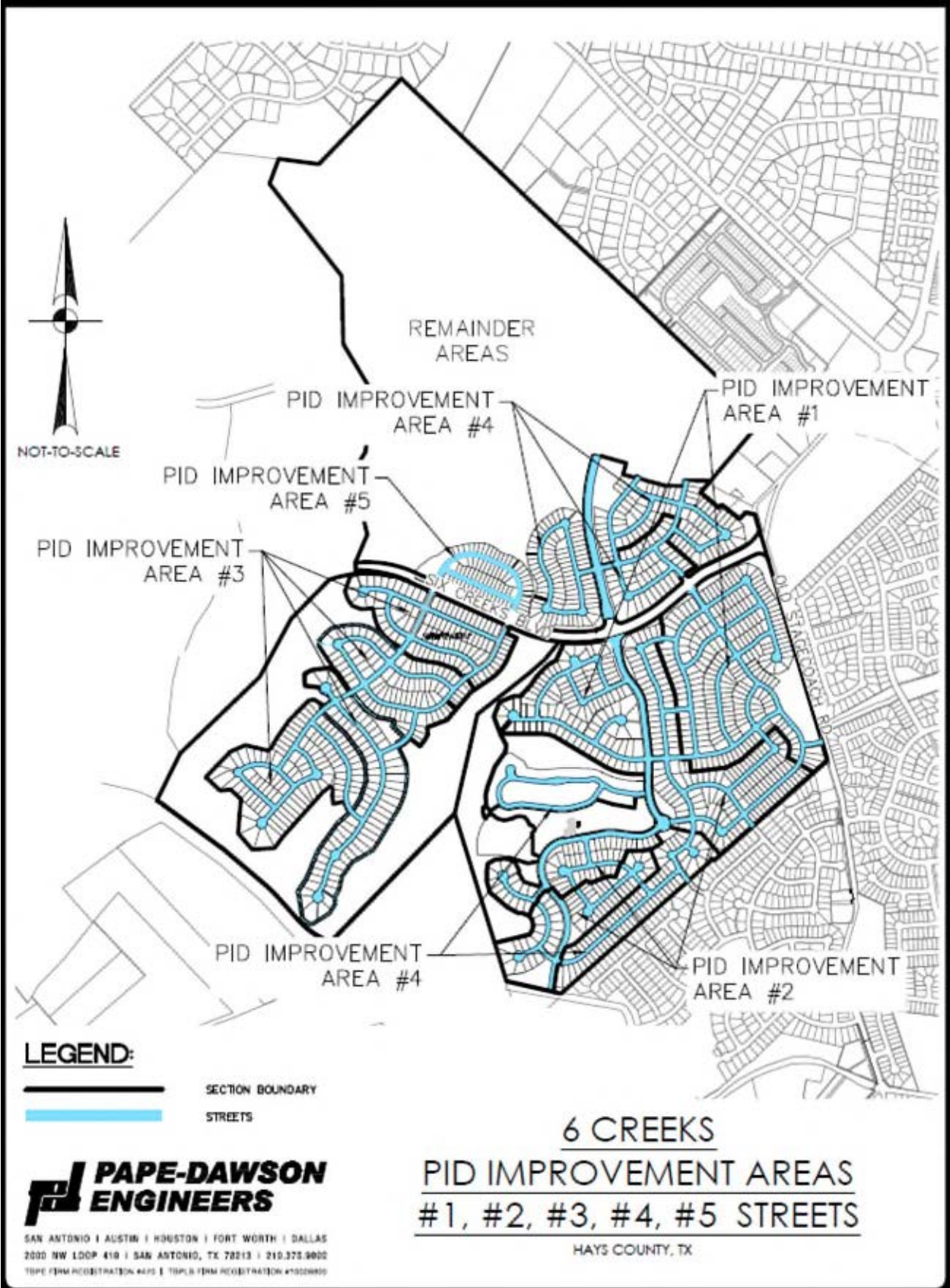
[a] Interest is calculated at a 5.875% rate for illustrative purposes.

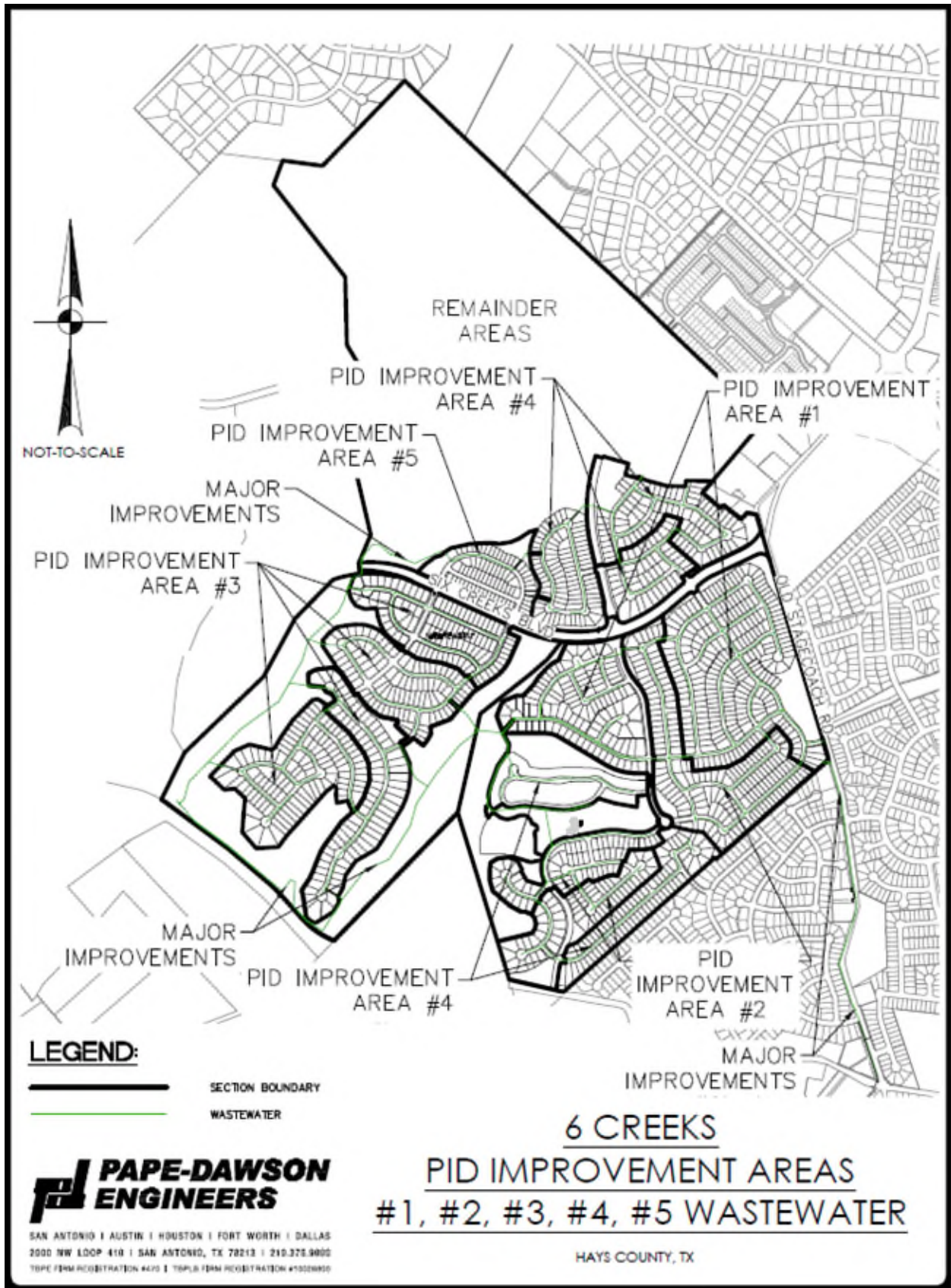
[b] Additional Interest is calculated at the Additional Interest Rate

Note: 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 N – MAPS OF AUTHORIZED IMPROVEMENTS







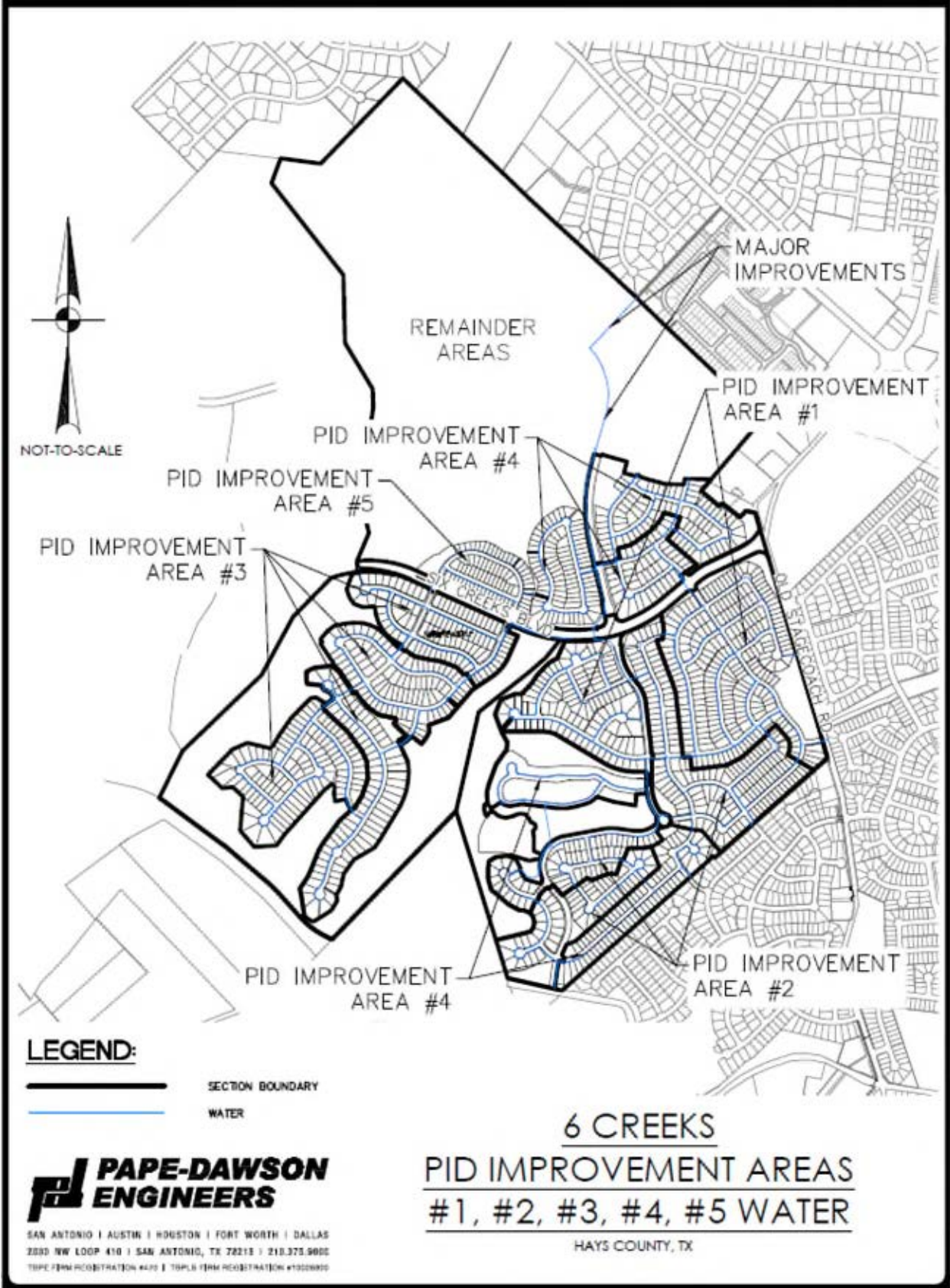


EXHIBIT O – NOTICE OF PID ASSESSMENT LIEN TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Hays County Clerk's Office
Honorable [County Clerk Name]
Hays Government Center
712 S. Stagecoach Trail
San Marcos, TX 78666

Re: City of Kyle Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Kyle is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Kyle
Attn: [City Secretary]
100 W. Center Street
Kyle, TX 78640

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

Jon Snyder
P: (888)417-7074
admin@p3-works.com

plan and assessment roll for the Property within Improvement Area #_ of the 6 Creeks Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of \$_____ (hereinafter referred to as the “Lien Amount”) for the following property:

[legal description], a subdivision in Hays County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Hays County, Texas (hereinafter referred to as the “Property”); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Hays County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

CITY OF KYLE, TEXAS,
A Texas home rule municipality,

By: _____
[Manager Name], City Manager

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Manager Name], City Manager for the City of Kyle, Texas, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT P – MAXIMUM ASSESSMENT

Lot Type [a]	Maximum Assessment
1	\$27,767.94
2	\$30,666.42
3	\$34,709.92
4	\$41,817.85
5	\$31,425.79
6	\$34,568.37
7	\$39,282.24
8	\$47,138.69
9	\$38,114.85
10	\$41,442.33
11	\$53,585.50
12	\$32,911.39
13	\$38,811.59
14	\$71,415.79
15	\$77,367.11
16	\$34,349.40
17	\$50,760.56

[a] The outstanding assessment for Lot Types 9, 10, and 11 have been reduced pro rata due to the reduction in Assessments within Improvement Area #3 with the issuance of the Improvement Area #3 Additional Bonds.

EXHIBIT Q-1 – IMPROVEMENT AREA #1 INITIAL BONDS DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Series 2019 Bonds:

<u>Year Ending (September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2019	\$ -	\$ 92,876.09	\$ 92,876.09
2020	-	337,731.26	337,731.26
2021	185,000.00	337,731.26	522,731.26
2022	190,000.00	330,562.50	520,562.50
2023	200,000.00	323,200.00	523,200.00
2024	210,000.00	315,450.00	525,450.00
2025	215,000.00	307,312.50	522,312.50
2026	225,000.00	298,443.76	523,443.76
2027	235,000.00	289,162.50	524,162.50
2028	245,000.00	279,468.76	524,468.76
2029	255,000.00	269,362.50	524,362.50
2030	265,000.00	258,843.76	523,843.76
2031	275,000.00	246,587.50	521,587.50
2032	290,000.00	233,868.76	523,868.76
2033	300,000.00	220,456.26	520,456.26
2034	315,000.00	206,581.26	521,581.26
2035	330,000.00	192,012.50	522,012.50
2036	345,000.00	176,750.00	521,750.00
2037	360,000.00	160,793.76	520,793.76
2038	380,000.00	144,143.76	524,143.76
2039	395,000.00	126,568.76	521,568.76
2040	415,000.00	108,300.00	523,300.00
2041	435,000.00	88,587.50	523,587.50
2042	455,000.00	67,925.00	522,925.00
2043	475,000.00	46,312.50	521,312.50
2044	500,000.00	23,750.00	523,750.00
Total	<u>\$7,495,000.00</u>	<u>\$5,482,782.45</u>	<u>\$12,977,782.45</u>

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EXHIBIT Q-2 – IMPROVEMENT AREA #1 ADDITIONAL BONDS DEBT SERVICE SCHEDULE



BOND DEBT SERVICE

City of Kyle, Texas
Special Assessment Revenue Bonds, Series 2020
(6 Creeks Public Improvement District Improvement Area #1 Project)
Final Numbers 12.15.2020

Dated Date 12/30/2020
Delivery Date 12/30/2020

Period Ending	Principal	Interest	Debt Service
09/30/2021	105,000	97,019.24	202,019.24
09/30/2022	125,000	142,300.00	267,300.00
09/30/2023	125,000	139,175.00	264,175.00
09/30/2024	125,000	136,050.00	261,050.00
09/30/2025	135,000	132,925.00	267,925.00
09/30/2026	135,000	129,550.00	264,550.00
09/30/2027	140,000	125,500.00	265,500.00
09/30/2028	145,000	121,300.00	266,300.00
09/30/2029	150,000	116,950.00	266,950.00
09/30/2030	155,000	112,450.00	267,450.00
09/30/2031	165,000	107,800.00	272,800.00
09/30/2032	170,000	102,025.00	272,025.00
09/30/2033	180,000	96,075.00	276,075.00
09/30/2034	190,000	89,775.00	279,775.00
09/30/2035	195,000	83,125.00	278,125.00
09/30/2036	205,000	76,300.00	281,300.00
09/30/2037	215,000	69,125.00	284,125.00
09/30/2038	220,000	61,600.00	281,600.00
09/30/2039	230,000	53,900.00	283,900.00
09/30/2040	240,000	45,850.00	285,850.00
09/30/2041	250,000	37,450.00	287,450.00
09/30/2042	260,000	28,700.00	288,700.00
09/30/2043	275,000	19,600.00	294,600.00
09/30/2044	285,000	9,975.00	294,975.00
	4,420,000	2,134,519.24	6,554,519.24

Note: Final Numbers.

EXHIBIT Q-3 – IMPROVEMENT AREA #2 INITIAL BONDS DEBT SERVICE SCHEDULE



BOND DEBT SERVICE

City of Kyle, Texas
 Special Assessment Revenue Bonds, Series 2020
 (6 Creeks Public Improvement District Improvement Area #2 Project)
 Final Numbers 12.15.2020

Dated Date 12/30/2020
 Delivery Date 12/30/2020

Period Ending	Principal	Interest	Debt Service
09/30/2021		154,089.38	154,089.38
09/30/2022	170,000	230,175.00	400,175.00
09/30/2023	175,000	225,712.50	400,712.50
09/30/2024	180,000	221,118.76	401,118.76
09/30/2025	185,000	216,393.76	401,393.76
09/30/2026	190,000	211,537.50	401,537.50
09/30/2027	195,000	205,600.00	400,600.00
09/30/2028	200,000	199,506.26	399,506.26
09/30/2029	210,000	193,256.26	403,256.26
09/30/2030	215,000	186,693.76	401,693.76
09/30/2031	220,000	179,975.00	399,975.00
09/30/2032	230,000	172,000.00	402,000.00
09/30/2033	240,000	163,662.50	403,662.50
09/30/2034	245,000	154,962.50	399,962.50
09/30/2035	255,000	146,081.26	401,081.26
09/30/2036	265,000	136,837.50	401,837.50
09/30/2037	275,000	127,231.26	402,231.26
09/30/2038	285,000	117,262.50	402,262.50
09/30/2039	295,000	106,931.26	401,931.26
09/30/2040	310,000	96,237.50	406,237.50
09/30/2041	320,000	85,000.00	405,000.00
09/30/2042	335,000	72,200.00	407,200.00
09/30/2043	345,000	58,800.00	403,800.00
09/30/2044	360,000	45,000.00	405,000.00
09/30/2045	375,000	30,600.00	405,600.00
09/30/2046	390,000	15,600.00	405,600.00
	6,465,000	3,752,464.46	10,217,464.46

Note: Final Numbers.

EXHIBIT Q-4 – IMPROVEMENT AREA #2 ADDITIONAL BONDS DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

City of Kyle, Texas
Special Assessment Revenue Bonds, Series 2022
(6 Creek Public Improvement District Improvement Area #2B Project)
Bonds Callable September 1, 2031 @ Par
FINAL NUMBERS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/01/2023	183,000	4.125%	109,000.51	292,000.51	292,000.51
03/01/2024			95,820.00	95,820.00	
09/01/2024	85,000	4.125%	95,820.00	180,820.00	276,640.00
03/01/2025			94,066.88	94,066.88	
09/01/2025	90,000	4.125%	94,066.88	184,066.88	278,133.76
03/01/2026			92,210.63	92,210.63	
09/01/2026	94,000	4.125%	92,210.63	186,210.63	278,421.26
03/01/2027			90,271.88	90,271.88	
09/01/2027	100,000	4.125%	90,271.88	190,271.88	280,543.76
03/01/2028			88,209.38	88,209.38	
09/01/2028	106,000	4.125%	88,209.38	194,209.38	282,418.76
03/01/2029			86,023.13	86,023.13	
09/01/2029	108,000	5.125%	86,023.13	194,023.13	280,046.26
03/01/2030			83,255.63	83,255.63	
09/01/2030	116,000	5.125%	83,255.63	199,255.63	282,511.26
03/01/2031			80,283.13	80,283.13	
09/01/2031	124,000	5.125%	80,283.13	204,283.13	284,566.26
03/01/2032			77,105.63	77,105.63	
09/01/2032	130,000	5.125%	77,105.63	207,105.63	284,211.26
03/01/2033			73,774.38	73,774.38	
09/01/2033	136,000	5.125%	73,774.38	209,774.38	283,548.76
03/01/2034			70,289.38	70,289.38	
09/01/2034	148,000	5.125%	70,289.38	218,289.38	288,578.76
03/01/2035			66,496.88	66,496.88	
09/01/2035	156,000	5.125%	66,496.88	222,496.88	288,993.76
03/01/2036			62,499.38	62,499.38	
09/01/2036	165,000	5.125%	62,499.38	227,499.38	289,998.76
03/01/2037			58,271.25	58,271.25	
09/01/2037	174,000	5.125%	58,271.25	232,271.25	290,542.50
03/01/2038			53,812.50	53,812.50	
09/01/2038	185,000	5.125%	53,812.50	238,812.50	292,625.00
03/01/2039			49,071.88	49,071.88	
09/01/2039	196,000	5.125%	49,071.88	245,071.88	294,143.76
03/01/2040			44,049.38	44,049.38	
09/01/2040	204,000	5.125%	44,049.38	248,049.38	292,098.76
03/01/2041			38,821.88	38,821.88	
09/01/2041	217,000	5.125%	38,821.88	255,821.88	294,643.76
03/01/2042			33,261.25	33,261.25	
09/01/2042	228,000	5.125%	33,261.25	261,261.25	294,522.50
03/01/2043			27,418.75	27,418.75	
09/01/2043	246,000	5.125%	27,418.75	273,418.75	300,837.50
03/01/2044			21,115.00	21,115.00	
09/01/2044	259,000	5.125%	21,115.00	280,115.00	301,230.00
03/01/2045			14,478.13	14,478.13	
09/01/2045	274,000	5.125%	14,478.13	288,478.13	302,956.26
03/01/2046			7,456.88	7,456.88	
09/01/2046	291,000	5.125%	7,456.88	298,456.88	305,913.76
	4,015,000		2,925,126.93	6,940,126.93	6,940,126.93

EXHIBIT Q-5 – IMPROVEMENT AREA #3 INITIAL BONDS DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

City of Kyle, Texas
 Special Assessment Revenue Bonds, Series 2021
 (6 Creeks Public Improvement District Improvement Area #3 Project)
 Callable 9/1/2031 @ Par
 Final Numbers; Subject to Council Approval 10/19/2021

Period Ending	Principal	Interest	Debt Service
09/30/2022		323,586.82	323,586.82
09/30/2023	298,000	408,741.26	706,741.26
09/30/2024	307,000	400,546.26	707,546.26
09/30/2025	317,000	392,103.76	709,103.76
09/30/2026	326,000	383,386.26	709,386.26
09/30/2027	336,000	374,421.26	710,421.26
09/30/2028	349,000	363,081.26	712,081.26
09/30/2029	362,000	351,302.50	713,302.50
09/30/2030	375,000	339,085.00	714,085.00
09/30/2031	389,000	326,428.76	715,428.76
09/30/2032	403,000	313,300.00	716,300.00
09/30/2033	419,000	298,187.50	717,187.50
09/30/2034	437,000	282,475.00	719,475.00
09/30/2035	454,000	266,087.50	720,087.50
09/30/2036	473,000	249,062.50	722,062.50
09/30/2037	492,000	231,325.00	723,325.00
09/30/2038	512,000	212,875.00	724,875.00
09/30/2039	533,000	193,675.00	726,675.00
09/30/2040	555,000	173,687.50	728,687.50
09/30/2041	578,000	152,875.00	730,875.00
09/30/2042	601,000	131,200.00	732,200.00
09/30/2043	628,000	107,160.00	735,160.00
09/30/2044	655,000	82,040.00	737,040.00
09/30/2045	683,000	55,840.00	738,840.00
09/30/2046	713,000	28,520.00	741,520.00
	11,195,000	6,440,993.14	17,635,993.14

**EXHIBIT Q-6 – IMPROVEMENT AREA #3 ADDITIONAL BONDS DEBT SERVICE
SCHEDULE**

EXHIBIT Q-7 – IMPROVEMENT AREA #4 BONDS DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

City of Kyle, Texas
 Special Assessment Revenue Bonds, Series 2023
 (6 Creeks Public Improvement District Improvement Area #4 Project)
 Bonds Callable September 1, 2033 @ Par
 FINAL NUMBERS

Period Ending	Principal	Coupon	Interest	Debt Service
09/01/2023			489,716.01	489,716.01
09/01/2024	388,000	4.375%	894,912.54	1,282,912.54
09/01/2025	407,000	4.375%	877,937.52	1,284,937.52
09/01/2026	425,000	4.375%	860,131.28	1,285,131.28
09/01/2027	446,000	4.375%	841,537.52	1,287,537.52
09/01/2028	468,000	4.375%	822,025.02	1,290,025.02
09/01/2029	489,000	4.500%	801,550.00	1,290,550.00
09/01/2030	513,000	4.500%	779,545.00	1,292,545.00
09/01/2031	537,000	4.500%	756,460.00	1,293,460.00
09/01/2032	564,000	4.500%	732,295.00	1,296,295.00
09/01/2033	591,000	4.500%	706,915.00	1,297,915.00
09/01/2034	621,000	5.250%	680,320.00	1,301,320.00
09/01/2035	655,000	5.250%	647,717.50	1,302,717.50
09/01/2036	693,000	5.250%	613,330.00	1,306,330.00
09/01/2037	731,000	5.250%	576,947.50	1,307,947.50
09/01/2038	773,000	5.250%	538,570.00	1,311,570.00
09/01/2039	816,000	5.250%	497,987.50	1,313,987.50
09/01/2040	861,000	5.250%	455,147.50	1,316,147.50
09/01/2041	911,000	5.250%	409,945.00	1,320,945.00
09/01/2042	963,000	5.250%	362,117.50	1,325,117.50
09/01/2043	1,018,000	5.250%	311,560.00	1,329,560.00
09/01/2044	1,075,000	5.500%	258,115.00	1,333,115.00
09/01/2045	1,137,000	5.500%	198,990.00	1,335,990.00
09/01/2046	1,205,000	5.500%	136,455.00	1,341,455.00
09/01/2047	1,276,000	5.500%	70,180.00	1,346,180.00
	17,563,000		14,320,407.39	31,883,407.39

EXHIBIT Q-8 – IMPROVEMENT AREA #5 BONDS DEBT SERVICE SCHEDULE

EXHIBIT R – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types are found in this Exhibit:

- Improvement Area #1
 - Lot Type 1
 - Lot Type 2
 - Lot Type 3
 - Lot Type 4
- Improvement Area #2
 - Lot Type 5
 - Lot Type 6
 - Lot Type 7
 - Lot Type 8
- Improvement Area #3
 - Lot Type 9
 - Lot Type 10
 - Lot Type 11
- Improvement Area #4
 - Lot Type 12
 - Lot Type 13
 - Lot Type 14
 - Lot Type 15
 - Lot Type 16
- Improvement Area #5
 - Lot Type 17

LOT TYPE 1 HOMEBUYER 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 372.0035), 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
KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$27,767.94

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, 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 **6 Creeks Public Improvement District Improvement Area #1** (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 Kyle. The exact amount of each annual installment will be approved each year by the Kyle 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 the City of Kyle.

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 Hays 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 Hays 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 Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 1

Installments Due	Improvement Area #1 Initial Bonds			Improvement Area #1 Additional Bonds			Annual Collection Costs	Total Installment
	Principal	Interest [a]	Additional Interest [c]	Principal	Interest [b]	Additional Interest [c]		
1/31/2025	\$ 560.57	\$ 801.26	\$ 87.48	\$ 351.99	\$ 346.58	\$ 51.36	\$ 65.01	\$ 2,264.25
1/31/2026	586.65	778.14	84.67	351.99	337.78	49.60	66.31	2,255.14
1/31/2027	612.72	753.94	81.74	365.02	327.22	47.84	67.64	2,256.13
1/31/2028	638.79	728.66	78.68	378.06	316.27	46.02	68.99	2,255.47
1/31/2029	664.87	702.31	75.48	391.10	304.93	44.13	70.37	2,253.19
1/31/2030	690.94	674.89	72.16	404.13	293.19	42.17	71.78	2,249.27
1/31/2031	717.01	642.93	68.70	430.21	281.07	40.15	73.22	2,253.29
1/31/2032	756.12	609.77	65.12	443.24	266.01	38.00	74.68	2,252.95
1/31/2033	782.20	574.80	61.34	469.32	250.50	35.79	76.17	2,250.11
1/31/2034	821.31	538.62	57.43	495.39	234.07	33.44	77.70	2,257.95
1/31/2035	860.42	500.64	53.32	508.43	216.73	30.96	79.25	2,249.75
1/31/2036	899.52	460.84	49.02	534.50	198.94	28.42	80.84	2,252.08
1/31/2037	938.63	419.24	44.52	560.57	180.23	25.75	82.45	2,251.40
1/31/2038	990.78	375.83	39.83	573.61	160.61	22.94	84.10	2,247.70
1/31/2039	1,029.89	330.01	34.87	599.68	140.53	20.08	85.78	2,240.85
1/31/2040	1,082.04	282.37	29.72	625.76	119.55	17.08	87.50	2,244.01
1/31/2041	1,134.18	230.98	24.31	651.83	97.64	13.95	89.25	2,242.15
1/31/2042	1,186.33	177.10	18.64	677.90	74.83	10.69	91.04	2,236.53
1/31/2043	1,238.48	120.75	12.71	717.01	51.10	7.30	92.86	2,240.21
1/31/2044	1,303.66	61.92	6.52	743.09	26.01	3.72	94.71	2,239.62
Total	\$ 17,495.11	\$ 9,765.01	\$ 1,046.25	\$ 10,272.83	\$ 4,223.79	\$ 609.40	\$ 1,579.67	\$ 44,992.06

[a] Interest is calculated at the rate of the Improvement Area #1 Initial Bonds.

[b] Interest is calculated at the rate of the Improvement Area #1 Additional Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: 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

LOT TYPE 2 HOMEBUYER 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 372.0035), 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
KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$30,366.42

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, 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 **6 Creeks Public Improvement District Improvement Area #1** (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 Kyle. The exact amount of each annual installment will be approved each year by the Kyle 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 the City of Kyle.

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 Hays 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 Hays 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 Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 2

Installments Due	Improvement Area #1 Initial Bonds			Improvement Area #1 Additional Bonds			Annual Collection Costs	Total Installment
	Principal	Interest [a]	Additional Interest [c]	Principal	Interest [b]	Additional Interest [c]		
1/31/2025	\$ 619.09	\$ 884.90	\$ 96.61	\$ 388.73	\$ 382.75	\$ 56.73	\$ 71.80	\$ 2,500.60
1/31/2026	647.88	859.36	93.51	388.73	373.04	54.78	73.24	2,490.54
1/31/2027	676.68	832.64	90.27	403.13	361.37	52.84	74.70	2,491.63
1/31/2028	705.47	804.72	86.89	417.52	349.28	50.82	76.20	2,490.91
1/31/2029	734.27	775.62	83.36	431.92	336.75	48.74	77.72	2,488.38
1/31/2030	763.06	745.33	79.69	446.32	323.80	46.58	79.27	2,484.05
1/31/2031	791.86	710.04	75.87	475.11	310.41	44.34	80.86	2,488.50
1/31/2032	835.05	673.42	71.91	489.51	293.78	41.97	82.48	2,488.12
1/31/2033	863.84	634.80	67.74	518.31	276.65	39.52	84.13	2,484.98
1/31/2034	907.04	594.85	63.42	547.10	258.50	36.93	85.81	2,493.64
1/31/2035	950.23	552.90	58.89	561.50	239.36	34.19	87.52	2,484.58
1/31/2036	993.42	508.95	54.13	590.29	219.70	31.39	89.27	2,487.16
1/31/2037	1,036.61	463.00	49.17	619.09	199.04	28.43	91.06	2,486.41
1/31/2038	1,094.20	415.06	43.98	633.48	177.38	25.34	92.88	2,482.33
1/31/2039	1,137.39	364.45	38.51	662.28	155.20	22.17	94.74	2,474.75
1/31/2040	1,194.98	311.85	32.83	691.07	132.02	18.86	96.63	2,478.25
1/31/2041	1,252.57	255.09	26.85	719.87	107.84	15.41	98.57	2,476.19
1/31/2042	1,310.16	195.59	20.59	748.66	82.64	11.81	100.54	2,469.99
1/31/2043	1,367.75	133.36	14.04	791.86	56.44	8.06	102.55	2,474.05
1/31/2044	1,439.74	68.39	7.20	820.65	28.72	4.10	104.60	2,473.40
Total	\$ 19,321.29	\$ 10,784.31	\$ 1,155.46	\$ 11,345.14	\$ 4,664.68	\$ 673.01	\$ 1,744.56	\$ 49,688.44

[a] Interest is calculated at the rate of the Improvement Area #1 Initial Bonds.

[b] Interest is calculated at the rate of the Improvement Area #1 Additional Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: 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

LOT TYPE 3 HOMEBUYER 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 372.0035), 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
KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: \$34,709.92

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, 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 **6 Creeks Public Improvement District Improvement Area #1** (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 Kyle. The exact amount of each annual installment will be approved each year by the Kyle 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 the City of Kyle.

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 Hays 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 Hays 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 Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 3

Installments Due	Improvement Area #1 Initial Bonds			Improvement Area #1 Additional Bonds			Annual Collection Costs	Total Installment
	Principal	Interest [a]	Additional Interest [c]	Principal	Interest [b]	Additional Interest [c]		
1/31/2025	\$ 700.72	\$ 1,001.58	\$ 109.34	\$ 439.98	\$ 433.22	\$ 64.21	\$ 81.27	\$ 2,830.32
1/31/2026	733.31	972.67	105.84	439.98	422.22	62.01	82.89	2,818.93
1/31/2027	765.90	942.42	102.17	456.28	409.02	59.81	84.55	2,820.16
1/31/2028	798.49	910.83	98.34	472.58	395.33	57.52	86.24	2,819.34
1/31/2029	831.08	877.89	94.35	488.87	381.16	55.16	87.97	2,816.48
1/31/2030	863.67	843.61	90.20	505.17	366.49	52.72	89.73	2,811.58
1/31/2031	896.27	803.67	85.88	537.76	351.34	50.19	91.52	2,816.62
1/31/2032	945.15	762.21	81.40	554.06	332.51	47.50	93.35	2,816.19
1/31/2033	977.74	718.50	76.67	586.65	313.12	44.73	95.22	2,812.63
1/31/2034	1,026.63	673.28	71.78	619.24	292.59	41.80	97.12	2,822.44
1/31/2035	1,075.52	625.80	66.65	635.53	270.92	38.70	99.06	2,812.18
1/31/2036	1,124.41	576.05	61.27	668.13	248.67	35.52	101.05	2,815.10
1/31/2037	1,173.29	524.05	55.65	700.72	225.29	32.18	103.07	2,814.25
1/31/2038	1,238.48	469.79	49.78	717.01	200.76	28.68	105.13	2,809.63
1/31/2039	1,287.36	412.51	43.59	749.60	175.67	25.10	107.23	2,801.06
1/31/2040	1,352.55	352.97	37.15	782.20	149.43	21.35	109.38	2,805.02
1/31/2041	1,417.73	288.72	30.39	814.79	122.06	17.44	111.56	2,802.68
1/31/2042	1,482.91	221.38	23.30	847.38	93.54	13.36	113.79	2,795.67
1/31/2043	1,548.10	150.94	15.89	896.27	63.88	9.13	116.07	2,800.26
1/31/2044	1,629.57	77.40	8.15	928.86	32.51	4.64	118.39	2,799.53
Total	\$ 21,868.88	\$ 12,206.26	\$ 1,307.81	\$ 12,841.04	\$ 5,279.74	\$ 761.74	\$ 1,974.59	\$ 56,240.07

[a] Interest is calculated at the rate of the Improvement Area #1 Initial Bonds.

[b] Interest is calculated at the rate of the Improvement Area #1 Additional Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: 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

LOT TYPE 4 HOMEBUYER 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 372.0035), 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
KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: \$41,817.85

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, 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 **6 Creeks Public Improvement District Improvement Area #1** (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 Kyle. The exact amount of each annual installment will be approved each year by the Kyle 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 the City of Kyle.

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 Hays 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 Hays 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 Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 4

Installments Due	Improvement Area #1 Initial Bonds			Improvement Area #1 Additional Bonds			Annual Collection Costs	Total Installment
	Principal	Interest [a]	Additional Interest [c]	Principal	Interest [b]	Additional Interest [c]		
1/31/2025	\$ 844.21	\$ 1,206.68	\$ 131.74	\$ 530.09	\$ 521.94	\$ 77.35	\$ 97.91	\$ 3,409.91
1/31/2026	883.48	1,171.86	127.51	530.09	508.69	74.70	99.87	3,396.19
1/31/2027	922.74	1,135.41	123.10	549.72	492.78	72.05	101.87	3,397.67
1/31/2028	962.01	1,097.35	118.48	569.35	476.29	69.30	103.90	3,396.69
1/31/2029	1,001.27	1,057.67	113.67	588.98	459.21	66.46	105.98	3,393.25
1/31/2030	1,040.54	1,016.37	108.67	608.62	441.54	63.51	108.10	3,387.34
1/31/2031	1,079.80	968.24	103.46	647.88	423.28	60.47	110.26	3,393.41
1/31/2032	1,138.70	918.30	98.07	667.51	400.61	57.23	112.47	3,392.89
1/31/2033	1,177.97	865.63	92.37	706.78	377.24	53.89	114.72	3,388.61
1/31/2034	1,236.87	811.15	86.48	746.05	352.51	50.36	117.01	3,400.42
1/31/2035	1,295.76	753.95	80.30	765.68	326.40	46.63	119.35	3,388.06
1/31/2036	1,354.66	694.02	73.82	804.94	299.60	42.80	121.74	3,391.58
1/31/2037	1,413.56	631.37	67.05	844.21	271.42	38.77	124.17	3,390.55
1/31/2038	1,492.09	565.99	59.98	863.84	241.88	34.55	126.66	3,384.99
1/31/2039	1,550.99	496.98	52.52	903.11	211.64	30.23	129.19	3,374.66
1/31/2040	1,629.52	425.25	44.76	942.37	180.03	25.72	131.77	3,379.43
1/31/2041	1,708.05	347.84	36.62	981.64	147.05	21.01	134.41	3,376.62
1/31/2042	1,786.58	266.71	28.07	1,020.91	112.69	16.10	137.10	3,368.16
1/31/2043	1,865.12	181.85	19.14	1,079.80	76.96	10.99	139.84	3,373.70
1/31/2044	1,963.28	93.26	9.82	1,119.07	39.17	5.60	142.64	3,372.82
Total	\$ 26,347.21	\$ 14,705.87	\$ 1,575.63	\$ 15,470.64	\$ 6,360.93	\$ 917.73	\$ 2,378.95	\$ 67,756.96

[a] Interest is calculated at the rate of the Improvement Area #1 Initial Bonds.

[b] Interest is calculated at the rate of the Improvement Area #1 Additional Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: 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

LOT TYPE 5 HOMEBUYER 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 372.0035), 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
KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 5 PRINCIPAL ASSESSMENT: \$31,425.79

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, 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 **6 Creeks Public Improvement District Improvement Area #2** (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 Kyle. The exact amount of each annual installment will be approved each year by the Kyle 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 the City of Kyle.

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 Hays 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 Hays 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 Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 5

Annual Installment Due	Improvement Area #2 Initial Bonds			Improvement Area #2 Additional Bonds			Annual Collection Costs	Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Principal	Interest [b]	Additional Interest [c]		
1/31/2025	\$ 600.16	\$ 702.01	\$ 96.35	\$ 291.97	\$ 610.33	\$ 60.78	\$ 70.21	\$ 2,431.80
1/31/2026	616.38	686.25	93.35	304.95	598.28	59.32	71.61	2,430.15
1/31/2027	632.60	666.99	90.27	324.41	585.71	57.79	73.04	2,430.82
1/31/2028	648.82	647.22	87.10	343.88	572.32	56.17	74.50	2,430.03
1/31/2029	681.27	626.95	83.86	350.36	558.14	54.45	75.99	2,431.02
1/31/2030	697.49	605.66	80.45	376.32	540.18	52.70	77.51	2,430.31
1/31/2031	713.71	583.86	76.97	402.27	520.90	50.82	79.06	2,427.58
1/31/2032	746.15	557.99	73.40	421.74	500.28	48.81	80.64	2,429.00
1/31/2033	778.59	530.94	69.67	441.20	478.67	46.70	82.26	2,428.02
1/31/2034	794.81	502.72	65.77	480.13	456.05	44.49	83.90	2,427.88
1/31/2035	827.25	473.91	61.80	506.08	431.45	42.09	85.58	2,428.16
1/31/2036	859.69	443.92	57.66	535.28	405.51	39.56	87.29	2,428.92
1/31/2037	892.13	412.75	53.37	564.48	378.08	36.89	89.04	2,426.73
1/31/2038	924.57	380.41	48.91	600.16	349.15	34.06	90.82	2,428.09
1/31/2039	957.02	346.90	44.28	635.85	318.39	31.06	92.64	2,426.13
1/31/2040	1,005.68	312.21	39.50	661.80	285.80	27.88	94.49	2,427.36
1/31/2041	1,038.12	275.75	34.47	703.97	251.89	24.57	96.38	2,425.15
1/31/2042	1,086.78	234.23	29.28	739.66	215.81	21.05	98.31	2,425.11
1/31/2043	1,119.22	190.75	23.84	798.05	177.90	17.36	100.27	2,427.40
1/31/2044	1,167.88	145.99	18.25	840.23	137.00	13.37	102.28	2,424.99
1/31/2045	1,216.55	99.27	12.41	888.89	93.94	9.16	104.32	2,424.54
1/31/2046	1,265.21	50.61	6.33	944.04	48.38	4.72	106.41	2,425.69
Total	\$ 19,270.07	\$ 9,477.27	\$ 1,247.28	\$ 12,155.72	\$ 8,514.15	\$ 833.82	\$ 1,916.55	\$ 53,414.87

[a] Interest is calculated at the actual interest rate of the Improvement Area #2 Initial Bonds.

[b] Interest is calculated at the actual interest rate of the Improvement Area #2 Additional Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: 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

LOT TYPE 6 HOMEBUYER 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 372.0035), 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
KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 6 PRINCIPAL ASSESSMENT: \$34,568.37

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, 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 **6 Creeks Public Improvement District Improvement Area #2** (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 Kyle. The exact amount of each annual installment will be approved each year by the Kyle 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 the City of Kyle.

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 Hays 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 Hays 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 Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 6

Annual Installment Due	Improvement Area #2 Initial Bonds			Improvement Area #2 Additional Bonds			Annual Collection Costs	Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Principal	Interest [b]	Additional Interest [c]		
1/31/2025	\$ 660.18	\$ 772.21	\$ 105.99	\$ 321.17	\$ 671.36	\$ 66.86	\$ 77.23	\$ 2,674.98
1/31/2026	678.02	754.88	102.68	335.44	658.11	65.25	78.77	2,673.16
1/31/2027	695.86	733.69	99.29	356.85	644.28	63.57	80.35	2,673.90
1/31/2028	713.71	711.94	95.82	378.26	629.56	61.79	81.95	2,673.03
1/31/2029	749.39	689.64	92.25	385.40	613.95	59.90	83.59	2,674.12
1/31/2030	767.23	666.22	88.50	413.95	594.20	57.97	85.26	2,673.34
1/31/2031	785.08	642.25	84.66	442.50	572.99	55.90	86.97	2,670.34
1/31/2032	820.76	613.79	80.74	463.91	550.31	53.69	88.71	2,671.90
1/31/2033	856.45	584.03	76.63	485.32	526.53	51.37	90.48	2,670.82
1/31/2034	874.29	552.99	72.35	528.14	501.66	48.94	92.29	2,670.67
1/31/2035	909.98	521.30	67.98	556.69	474.59	46.30	94.14	2,670.98
1/31/2036	945.66	488.31	63.43	588.81	446.06	43.52	96.02	2,671.81
1/31/2037	981.35	454.03	58.70	620.92	415.89	40.57	97.94	2,669.40
1/31/2038	1,017.03	418.45	53.80	660.18	384.06	37.47	99.90	2,670.89
1/31/2039	1,052.72	381.59	48.71	699.43	350.23	34.17	101.90	2,668.74
1/31/2040	1,106.24	343.43	43.45	727.98	314.38	30.67	103.94	2,670.09
1/31/2041	1,141.93	303.33	37.92	774.37	277.07	27.03	106.02	2,667.66
1/31/2042	1,195.46	257.65	32.21	813.63	237.39	23.16	108.14	2,667.62
1/31/2043	1,231.14	209.83	26.23	877.86	195.69	19.09	110.30	2,670.14
1/31/2044	1,284.67	160.58	20.07	924.25	150.70	14.70	112.50	2,667.48
1/31/2045	1,338.20	109.20	13.65	977.78	103.33	10.08	114.75	2,666.99
1/31/2046	1,391.73	55.67	6.96	1,038.44	53.22	5.19	117.05	2,668.26
Total	\$ 21,197.08	\$ 10,425.00	\$ 1,372.01	\$ 13,371.29	\$ 9,365.56	\$ 917.20	\$ 2,108.21	\$ 58,756.35

[a] Interest is calculated at the actual interest rate of the Improvement Area #2 Initial Bonds.

[b] Interest is calculated at the actual interest rate of the Improvement Area #2 Additional Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: 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

LOT TYPE 7 HOMEBUYER 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 372.0035), 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
KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 7 PRINCIPAL ASSESSMENT: 39,282.24

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, 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 **6 Creeks Public Improvement District Improvement Area #2** (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 Kyle. The exact amount of each annual installment will be approved each year by the Kyle 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 the City of Kyle.

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 Hays 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 Hays 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 Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 7

Annual Installment Due	Improvement Area #2 Initial Bonds			Improvement Area #2 Additional Bonds			Annual Collection Costs	Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Principal	Interest [b]	Additional Interest [c]		
1/31/2025	\$ 750.20	\$ 877.51	\$ 120.44	\$ 364.96	\$ 762.91	\$ 75.97	\$ 87.76	\$ 3,039.75
1/31/2026	770.48	857.82	116.69	381.18	747.86	74.15	89.51	3,037.68
1/31/2027	790.75	833.74	112.83	405.52	732.13	72.24	91.30	3,038.52
1/31/2028	811.03	809.03	108.88	429.85	715.40	70.21	93.13	3,037.53
1/31/2029	851.58	783.68	104.83	437.96	697.67	68.07	94.99	3,038.78
1/31/2030	871.86	757.07	100.57	470.40	675.23	65.88	96.89	3,037.89
1/31/2031	892.13	729.83	96.21	502.84	651.12	63.52	98.83	3,034.48
1/31/2032	932.68	697.49	91.75	527.17	625.35	61.01	100.81	3,036.25
1/31/2033	973.24	663.68	87.08	551.50	598.33	58.37	102.82	3,035.02
1/31/2034	993.51	628.40	82.22	600.16	570.07	55.62	104.88	3,034.85
1/31/2035	1,034.06	592.38	77.25	632.60	539.31	52.62	106.98	3,035.20
1/31/2036	1,074.61	554.90	72.08	669.10	506.89	49.45	109.12	3,036.15
1/31/2037	1,115.17	515.94	66.71	705.60	472.60	46.11	111.30	3,033.41
1/31/2038	1,155.72	475.52	61.13	750.20	436.44	42.58	113.52	3,035.11
1/31/2039	1,196.27	433.62	55.35	794.81	397.99	38.83	115.79	3,032.66
1/31/2040	1,257.10	390.26	49.37	827.25	357.25	34.85	118.11	3,034.19
1/31/2041	1,297.65	344.69	43.09	879.97	314.86	30.72	120.47	3,031.44
1/31/2042	1,358.48	292.78	36.60	924.57	269.76	26.32	122.88	3,031.39
1/31/2043	1,399.03	238.44	29.81	997.57	222.37	21.70	125.34	3,034.25
1/31/2044	1,459.85	182.48	22.81	1,050.28	171.25	16.71	127.85	3,031.23
1/31/2045	1,520.68	124.09	15.51	1,111.11	117.42	11.46	130.40	3,030.67
1/31/2046	1,581.51	63.26	7.91	1,180.05	60.48	5.90	133.01	3,032.11
Total	\$ 24,087.59	\$ 11,846.59	\$ 1,559.10	\$ 15,194.65	\$ 10,642.69	\$ 1,042.27	\$ 2,395.69	\$ 66,768.58

[a] Interest is calculated at the actual interest rate of the Improvement Area #2 Initial Bonds.

[b] Interest is calculated at the actual interest rate of the Improvement Area #2 Additional Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: 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

LOT TYPE 8 HOMEBUYER 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 372.0035), 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
KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 8 PRINCIPAL ASSESSMENT: \$47,138.69

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, 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 **6 Creeks Public Improvement District Improvement Area #2** (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 Kyle. The exact amount of each annual installment will be approved each year by the Kyle 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 the City of Kyle.

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 Hays 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 Hays 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 Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 8

Annual Installment Due	Improvement Area #2 Initial Bonds			Improvement Area #2 Additional Bonds			Annual Collection Costs	Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Principal	Interest [b]	Additional Interest [c]		
1/31/2025	\$ 900.24	\$ 1,053.01	\$ 144.53	\$ 437.96	\$ 915.49	\$ 91.17	\$ 105.31	\$ 3,647.71
1/31/2026	924.57	1,029.38	140.02	457.42	\$ 897.43	\$ 88.98	107.42	3,645.22
1/31/2027	948.91	1,000.49	135.40	486.62	\$ 878.56	\$ 86.69	109.56	3,646.22
1/31/2028	973.24	970.83	130.66	515.82	\$ 858.49	\$ 84.26	111.75	3,645.04
1/31/2029	1,021.90	940.42	125.79	525.55	\$ 837.21	\$ 81.68	113.99	3,646.53
1/31/2030	1,046.23	908.49	120.68	564.48	\$ 810.27	\$ 79.05	116.27	3,645.47
1/31/2031	1,070.56	875.79	115.45	603.41	\$ 781.34	\$ 76.23	118.60	3,641.37
1/31/2032	1,119.22	836.98	110.10	632.60	\$ 750.42	\$ 73.21	120.97	3,643.50
1/31/2033	1,167.88	796.41	104.50	661.80	\$ 718.00	\$ 70.05	123.39	3,642.03
1/31/2034	1,192.21	754.08	98.66	720.19	\$ 684.08	\$ 66.74	125.85	3,641.82
1/31/2035	1,240.88	710.86	92.70	759.12	\$ 647.17	\$ 63.14	128.37	3,642.24
1/31/2036	1,289.54	665.88	86.50	802.92	\$ 608.27	\$ 59.34	130.94	3,643.38
1/31/2037	1,338.20	619.13	80.05	846.72	\$ 567.12	\$ 55.33	133.56	3,640.10
1/31/2038	1,386.86	570.62	73.36	900.24	\$ 523.72	\$ 51.09	136.23	3,642.13
1/31/2039	1,435.52	520.35	66.42	953.77	\$ 477.59	\$ 46.59	138.95	3,639.20
1/31/2040	1,508.52	468.31	59.25	992.70	\$ 428.70	\$ 41.82	141.73	3,641.03
1/31/2041	1,557.18	413.63	51.70	1,055.96	\$ 377.83	\$ 36.86	144.57	3,637.72
1/31/2042	1,630.17	351.34	43.92	1,109.49	\$ 323.71	\$ 31.58	147.46	3,637.66
1/31/2043	1,678.83	286.13	35.77	1,197.08	\$ 266.85	\$ 26.03	150.41	3,641.10
1/31/2044	1,751.82	218.98	27.37	1,260.34	\$ 205.50	\$ 20.05	153.42	3,637.48
1/31/2045	1,824.82	148.91	18.61	1,333.33	\$ 140.91	\$ 13.75	156.48	3,636.81
1/31/2046	1,897.81	75.91	9.49	1,416.06	\$ 72.57	\$ 7.08	159.61	3,638.54
Total	\$ 28,905.11	\$ 14,215.91	\$ 1,870.92	\$ 18,233.58	\$ 12,771.22	\$ 1,250.73	\$ 2,874.83	\$ 80,122.30

[a] Interest is calculated at the actual interest rate of the Improvement Area #2 Initial Bonds.

[b] Interest is calculated at the actual interest rate of the Improvement Area #2 Additional Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: 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

LOT TYPE 9 HOMEBUYER 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 372.0035), 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
KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 9 PRINCIPAL ASSESSMENT: \$38,114.85

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, 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 **6 Creeks Public Improvement District Improvement Area #3** (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 Kyle. The exact amount of each annual installment will be approved each year by the Kyle 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 the City of Kyle.

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 Hays 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 Hays 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 Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 9

Installment Due	Lot Type 9 - Improvement Area #3 Initial Bonds				Lot Type 9 - Improvement Area #3 Additional Bonds			Annual Collection Costs	Total Annual Installment
	Principal	Interest [a]	Capitalized Interest	Additional Interest [c]	Principal	Interest [b]	Additional Interest [c]		
1/31/2025	\$ 754.96	\$ 933.83	\$ -	\$ 126.10	\$ 681.13	\$ 378.94	\$ -	\$ 73.04	\$ 2,948.00
1/31/2026	776.40	913.07	-	122.33	297.70	702.23	61.06	74.50	2,947.29
1/31/2027	800.21	891.72	-	118.45	316.75	685.12	59.58	75.99	2,947.81
1/31/2028	831.17	864.71	-	114.45	333.42	666.90	57.99	77.51	2,946.15
1/31/2029	862.13	836.66	-	110.29	354.86	647.73	56.32	79.06	2,947.05
1/31/2030	893.09	807.56	-	105.98	378.67	627.33	54.55	80.64	2,947.82
1/31/2031	926.44	777.42	-	101.51	400.11	605.55	52.66	82.26	2,945.94
1/31/2032	959.78	746.15	-	96.88	426.30	582.55	50.66	83.90	2,946.22
1/31/2033	997.88	710.16	-	92.08	454.88	558.03	48.52	85.58	2,947.15
1/31/2034	1,040.75	672.74	-	87.09	481.08	531.88	46.25	87.29	2,947.08
1/31/2035	1,081.24	633.71	-	81.89	512.04	504.22	43.84	89.04	2,945.98
1/31/2036	1,126.49	593.16	-	76.48	543.00	474.77	41.28	90.82	2,946.01
1/31/2037	1,171.74	550.92	-	70.85	578.72	443.55	38.57	92.63	2,946.99
1/31/2038	1,219.37	506.98	-	64.99	614.45	410.28	35.68	94.49	2,946.23
1/31/2039	1,269.38	461.25	-	58.90	652.55	374.94	32.60	96.38	2,946.01
1/31/2040	1,321.78	413.65	-	52.55	693.04	337.42	29.34	98.30	2,946.09
1/31/2041	1,376.55	364.08	-	45.94	735.91	297.57	25.88	100.27	2,946.21
1/31/2042	1,431.33	312.46	-	39.06	783.54	255.26	22.20	102.27	2,946.12
1/31/2043	1,495.63	255.21	-	31.90	831.17	210.20	18.28	104.32	2,946.72
1/31/2044	1,559.94	195.39	-	24.42	883.57	162.41	14.12	106.41	2,946.25
1/31/2045	1,626.62	132.99	-	16.62	940.73	111.61	9.70	108.53	2,946.80
1/31/2046	1,698.07	67.92	-	8.49	1,000.26	57.52	5.00	110.70	2,947.97
Total	\$ 25,220.96	\$ 12,641.72	\$ -	\$ 1,647.28	\$ 12,893.89	\$ 9,626.01	\$ 804.09	\$ 1,993.93	\$ 64,827.88

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Interest is calculated at a 5.75% rate for illustrative purposes.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: 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

LOT TYPE 10 HOMEBUYER 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 372.0035), 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
KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 10 PRINCIPAL ASSESSMENT: \$41,442.33

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, 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 **6 Creeks Public Improvement District Improvement Area #3** (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 Kyle. The exact amount of each annual installment will be approved each year by the Kyle 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 the City of Kyle.

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 Hays 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 Hays 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 Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 10

Installment Due	Lot Type 10 - Improvement Area #3 Initial Bonds				Lot Type 10 - Improvement Area #3 Additional Bonds			Annual Collection Costs	Total Annual Installment
	Principal	Interest [a]	Capitalized Interest	Additional Interest [c]	Principal	Interest [b]	Additional Interest [c]		
1/31/2025	\$ 820.87	\$ 1,015.35	\$ -	\$ 137.11	\$ 740.60	\$ 412.02	\$ -	\$ 79.42	\$ 3,205.37
1/31/2026	844.18	992.78	-	133.01	323.69	763.54	66.39	81.01	3,204.59
1/31/2027	870.07	969.56	-	128.79	344.40	744.93	64.78	82.63	3,205.16
1/31/2028	903.73	940.20	-	124.44	362.53	725.12	63.05	84.28	3,203.36
1/31/2029	937.40	909.70	-	119.92	385.84	704.28	61.24	85.96	3,204.33
1/31/2030	971.06	878.06	-	115.23	411.73	682.09	59.31	87.68	3,205.17
1/31/2031	1,007.31	845.29	-	110.38	435.04	658.42	57.25	89.44	3,203.12
1/31/2032	1,043.57	811.29	-	105.34	463.52	633.40	55.08	91.23	3,203.43
1/31/2033	1,085.00	772.16	-	100.12	494.59	606.75	52.76	93.05	3,204.44
1/31/2034	1,131.61	731.47	-	94.70	523.08	578.31	50.29	94.91	3,204.37
1/31/2035	1,175.63	689.03	-	89.04	556.74	548.24	47.67	96.81	3,203.16
1/31/2036	1,224.83	644.95	-	83.16	590.41	516.22	44.89	98.74	3,203.20
1/31/2037	1,274.03	599.02	-	77.04	629.25	482.27	41.94	100.72	3,204.27
1/31/2038	1,325.82	551.24	-	70.67	668.09	446.09	38.79	102.73	3,203.44
1/31/2039	1,380.20	501.52	-	64.04	709.52	407.68	35.45	104.79	3,203.20
1/31/2040	1,437.17	449.76	-	57.14	753.54	366.88	31.90	106.88	3,203.28
1/31/2041	1,496.73	395.87	-	49.95	800.15	323.55	28.13	109.02	3,203.41
1/31/2042	1,556.29	339.74	-	42.47	851.94	277.54	24.13	111.20	3,203.32
1/31/2043	1,626.20	277.49	-	34.69	903.73	228.56	19.87	113.43	3,203.97
1/31/2044	1,696.12	212.44	-	26.56	960.70	176.59	15.36	115.70	3,203.47
1/31/2045	1,768.63	144.60	-	18.07	1,022.85	121.35	10.55	118.01	3,204.06
1/31/2046	1,846.31	73.85	-	9.23	1,087.59	62.54	5.44	120.37	3,205.33
Total	\$ 27,422.79	\$ 13,745.36	\$ -	\$ 1,791.09	\$ 14,019.54	\$ 10,466.38	\$ 874.29	\$ 2,168.00	\$ 70,487.46

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Interest is calculated at a 5.75% rate for illustrative purposes.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: 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

LOT TYPE 11 HOMEBUYER 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 372.0035), 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
KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 11 PRINCIPAL ASSESSMENT: \$53,585.50

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, 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 **6 Creeks Public Improvement District Improvement Area #3** (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 Kyle. The exact amount of each annual installment will be approved each year by the Kyle 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 the City of Kyle.

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 Hays 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 Hays 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 Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 11

Installment Due	Lot Type 11 - Improvement Area #3 Initial Bonds				Lot Type 11 - Improvement Area #3 Additional Bonds			Annual Collection Costs	Total Annual Installment
	Principal	Interest [a]	Capitalized Interest	Additional Interest [c]	Principal	Interest [b]	Additional Interest [c]		
1/31/2025	\$ 1,061.40	\$ 1,312.86	\$ -	\$ 177.29	\$ 957.60	\$ 532.74	\$ -	\$ 102.69	\$ 4,144.58
1/31/2026	1,091.53	1,283.68	-	171.98	418.53	987.27	85.85	104.74	4,143.58
1/31/2027	1,125.01	1,253.66	-	166.53	445.32	963.20	83.76	106.84	4,144.31
1/31/2028	1,168.54	1,215.69	-	160.90	468.76	937.60	81.53	108.97	4,141.99
1/31/2029	1,212.07	1,176.25	-	155.06	498.89	910.64	79.19	111.15	4,143.25
1/31/2030	1,255.60	1,135.34	-	149.00	532.37	881.96	76.69	113.37	4,144.33
1/31/2031	1,302.47	1,092.97	-	142.72	562.51	851.34	74.03	115.64	4,141.68
1/31/2032	1,349.35	1,049.01	-	136.21	599.34	819.00	71.22	117.96	4,142.07
1/31/2033	1,402.92	998.41	-	129.46	639.52	784.54	68.22	120.31	4,143.38
1/31/2034	1,463.19	945.80	-	122.45	676.35	747.77	65.02	122.72	4,143.29
1/31/2035	1,520.11	890.93	-	115.13	719.88	708.88	61.64	125.18	4,141.74
1/31/2036	1,583.73	833.93	-	107.53	763.40	667.48	58.04	127.68	4,141.79
1/31/2037	1,647.34	774.54	-	99.61	813.63	623.59	54.23	130.23	4,143.16
1/31/2038	1,714.31	712.76	-	91.37	863.85	576.80	50.16	132.84	4,142.09
1/31/2039	1,784.62	648.47	-	82.80	917.42	527.13	45.84	135.49	4,141.78
1/31/2040	1,858.28	581.55	-	73.88	974.34	474.38	41.25	138.20	4,141.89
1/31/2041	1,935.29	511.86	-	64.59	1,034.61	418.36	36.38	140.97	4,142.06
1/31/2042	2,012.30	439.29	-	54.91	1,101.58	358.87	31.21	143.79	4,141.94
1/31/2043	2,102.71	358.80	-	44.85	1,168.54	295.53	25.70	146.66	4,142.78
1/31/2044	2,193.11	274.69	-	34.34	1,242.20	228.33	19.86	149.60	4,142.12
1/31/2045	2,286.86	186.97	-	23.37	1,322.56	156.91	13.64	152.59	4,142.90
1/31/2046	2,387.31	95.49	-	11.94	1,406.27	80.86	7.03	155.64	4,144.53
Total	\$ 35,458.04	\$ 17,772.94	\$ -	\$ 2,315.91	\$ 18,127.46	\$ 13,533.17	\$ 1,130.47	\$ 2,803.26	\$ 91,141.24

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Interest is calculated at a 5.75% rate for illustrative purposes.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: 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

LOT TYPE 12 HOMEBUYER 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 372.0035), 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.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 12 PRINCIPAL ASSESSMENT: \$32,911.39

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, 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 **6 Creeks Public Improvement District Improvement Area #4** (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 Kyle. The exact amount of each annual installment will be approved each year by the Kyle 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 the City of Kyle.

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 Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

Annual Installment Schedule to Notice
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 Hays 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 Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 12

Improvement Area #4 - Lot Type 12						
Annual Installment Due	Principal	Interest [a]	Additional Interest [b]	Annual Collection Costs	Total Annual Installment	
1/31/2025	\$ 784.81	\$ 1,682.34	\$ 164.57	\$ 111.46	\$ 2,743.19	
1/31/2026	810.13	1,648.01	160.67	113.69	2,732.50	
1/31/2027	848.10	1,612.56	156.60	115.96	2,733.23	
1/31/2028	898.73	1,575.46	152.33	118.28	2,744.80	
1/31/2029	936.71	1,536.14	147.84	120.65	2,741.34	
1/31/2030	987.34	1,493.99	143.16	123.06	2,747.55	
1/31/2031	1,025.32	1,449.56	138.24	125.52	2,738.64	
1/31/2032	1,075.95	1,403.42	133.10	128.03	2,740.50	
1/31/2033	1,139.24	1,355.00	127.69	130.59	2,752.53	
1/31/2034	1,189.87	1,303.73	122.03	133.21	2,748.84	
1/31/2035	1,253.16	1,241.27	116.08	135.87	2,746.38	
1/31/2036	1,329.11	1,175.47	109.80	138.59	2,752.98	
1/31/2037	1,405.06	1,105.70	103.16	141.36	2,755.28	
1/31/2038	1,481.01	1,031.93	96.16	144.19	2,753.29	
1/31/2039	1,569.62	954.18	88.75	147.07	2,759.62	
1/31/2040	1,645.57	871.77	80.93	150.01	2,748.28	
1/31/2041	1,746.84	785.38	72.68	153.01	2,757.91	
1/31/2042	1,848.10	693.67	63.95	156.07	2,761.79	
1/31/2043	1,949.37	596.65	54.72	159.19	2,759.93	
1/31/2044	2,063.29	494.30	44.97	162.38	2,764.94	
1/31/2045	2,177.22	380.82	34.67	165.62	2,758.33	
1/31/2046	2,303.80	261.08	23.77	168.94	2,757.58	
1/31/2047	2,443.04	134.37	12.23	172.32	2,761.95	
Total	\$ 32,911.39	\$ 24,786.79	\$ 2,348.10	\$ 3,215.07	\$ 63,261.36	

[a] Interest is calculated at the actual rate of the Improvement Area #4 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate

Note: 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

LOT TYPE 13 HOMEBUYER 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 372.0035), 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
KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 13 PRINCIPAL ASSESSMENT: \$38,811.59

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, 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 **6 Creeks Public Improvement District Improvement Area #4** (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 Kyle. The exact amount of each annual installment will be approved each year by the Kyle 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 the City of Kyle.

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 Hays 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 Hays 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 Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 13

Improvement Area #4 - Lot Type 13					
Annual Installment Due	Principal	Interest [a]	Additional Interest [b]	Annual Collection Costs	Total Annual Installment
1/31/2025	\$ 913.04	\$ 1,983.99	\$ 193.95	\$ 122.61	\$ 3,213.58
1/31/2026	956.52	1,944.04	189.49	125.06	3,215.11
1/31/2027	1,014.49	1,902.19	184.69	127.56	3,228.94
1/31/2028	1,057.97	1,857.81	179.65	130.11	3,225.54
1/31/2029	1,101.45	1,811.52	174.36	132.71	3,220.05
1/31/2030	1,159.42	1,761.96	168.84	135.37	3,225.58
1/31/2031	1,217.39	1,709.78	163.04	138.07	3,228.29
1/31/2032	1,275.36	1,655.00	156.97	140.84	3,228.17
1/31/2033	1,333.33	1,597.61	150.60	143.65	3,225.19
1/31/2034	1,405.80	1,537.61	143.92	146.53	3,233.85
1/31/2035	1,478.26	1,463.80	136.90	149.46	3,228.42
1/31/2036	1,565.22	1,386.20	129.50	152.45	3,233.36
1/31/2037	1,652.17	1,304.02	121.67	155.49	3,233.36
1/31/2038	1,753.62	1,217.28	113.40	158.60	3,242.92
1/31/2039	1,840.58	1,125.22	104.67	161.78	3,232.24
1/31/2040	1,942.03	1,028.59	95.45	165.01	3,231.08
1/31/2041	2,057.97	926.63	85.72	168.31	3,238.63
1/31/2042	2,173.91	818.59	75.42	171.68	3,239.60
1/31/2043	2,304.35	704.46	64.54	175.11	3,248.46
1/31/2044	2,434.78	583.48	53.04	178.61	3,249.91
1/31/2045	2,565.22	449.57	40.89	182.19	3,237.86
1/31/2046	2,724.64	308.48	28.04	185.83	3,246.98
1/31/2047	2,884.06	158.62	14.42	189.55	3,246.65
Total	\$ 38,811.59	\$ 29,236.43	\$ 2,769.15	\$ 3,536.58	\$ 74,353.75

[a] Interest is calculated at the actual rate of the Improvement Area #4 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate

Note: 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

LOT TYPE 14 HOMEBUYER 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 372.0035), 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
KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 14 PRINCIPAL ASSESSMENT: \$71,415.79

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, 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 **6 Creeks Public Improvement District Improvement Area #4** (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 Kyle. The exact amount of each annual installment will be approved each year by the Kyle 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 the City of Kyle.

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 Hays 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 Hays 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 Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 14

Improvement Area #4 - Lot Type 14						
Annual Installment Due	Principal	Interest [a]	Additional Interest [b]	Annual Collection Costs	Total Annual Installment	
1/31/2025	\$ 1,689.47	\$ 3,650.62	\$ 357.07	\$ 133.75	\$ 5,830.91	
1/31/2026	1,768.42	3,576.70	348.60	136.43	5,830.15	
1/31/2027	1,855.26	3,499.33	339.77	139.16	5,833.52	
1/31/2028	1,942.11	3,418.16	330.50	141.94	5,832.70	
1/31/2029	2,036.84	3,333.20	320.77	144.78	5,835.58	
1/31/2030	2,131.58	3,241.54	310.60	147.67	5,831.39	
1/31/2031	2,234.21	3,145.62	299.93	150.63	5,830.39	
1/31/2032	2,344.74	3,045.08	288.77	153.64	5,832.23	
1/31/2033	2,455.26	2,939.57	277.05	156.71	5,828.59	
1/31/2034	2,581.58	2,829.08	264.76	159.85	5,835.26	
1/31/2035	2,723.68	2,693.55	251.85	163.04	5,832.12	
1/31/2036	2,881.58	2,550.55	238.23	166.30	5,836.67	
1/31/2037	3,039.47	2,399.27	223.82	169.63	5,832.20	
1/31/2038	3,213.16	2,239.70	208.63	173.02	5,834.50	
1/31/2039	3,394.74	2,071.01	192.56	176.48	5,834.78	
1/31/2040	3,584.21	1,892.78	175.59	180.01	5,832.60	
1/31/2041	3,789.47	1,704.61	157.69	183.61	5,835.39	
1/31/2042	4,002.63	1,505.66	138.75	187.29	5,834.33	
1/31/2043	4,231.58	1,295.53	118.73	191.03	5,836.87	
1/31/2044	4,468.42	1,073.37	97.57	194.85	5,834.21	
1/31/2045	4,728.95	827.61	75.22	198.75	5,830.52	
1/31/2046	5,013.16	567.51	51.58	202.72	5,834.97	
1/31/2047	5,305.26	291.79	26.53	206.78	5,830.36	
Total	\$ 71,415.79	\$ 53,791.83	\$ 5,094.54	\$ 3,858.09	\$ 134,160.25	

[a] Interest is calculated at the actual rate of the Improvement Area #4 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate

Note: 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

LOT TYPE 15 HOMEBUYER 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 372.0035), 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
KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 15 PRINCIPAL ASSESSMENT: \$77,367.11

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, 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 **6 Creeks Public Improvement District Improvement Area #4** (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 Kyle. The exact amount of each annual installment will be approved each year by the Kyle 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 the City of Kyle.

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 Hays 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 Hays 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 Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 15

Improvement Area #4 - Lot Type 15						
Annual Installment Due	Principal	Interest [a]	Additional Interest [b]	Annual Collection Costs	Total Annual Installment	
1/31/2025	\$ 1,830.26	\$ 3,954.83	\$ 386.82	\$ 144.90	\$	6,316.82
1/31/2026	1,915.79	3,874.76	377.65	147.80		6,316.00
1/31/2027	2,009.87	3,790.94	368.08	150.75		6,319.65
1/31/2028	2,103.95	3,703.01	358.04	153.77		6,318.76
1/31/2029	2,206.58	3,610.96	347.50	156.84		6,321.88
1/31/2030	2,309.21	3,511.67	336.48	159.98		6,317.34
1/31/2031	2,420.39	3,407.75	324.93	163.18		6,316.26
1/31/2032	2,540.13	3,298.84	312.83	166.44		6,318.24
1/31/2033	2,659.87	3,184.53	300.13	169.77		6,314.30
1/31/2034	2,796.71	3,064.84	286.82	173.17		6,321.53
1/31/2035	2,950.66	2,918.01	272.84	176.63		6,318.13
1/31/2036	3,121.71	2,763.10	258.08	180.16		6,323.06
1/31/2037	3,292.76	2,599.21	242.48	183.77		6,318.21
1/31/2038	3,480.92	2,426.34	226.01	187.44		6,320.71
1/31/2039	3,677.63	2,243.59	208.60	191.19		6,321.01
1/31/2040	3,882.89	2,050.51	190.22	195.01		6,318.65
1/31/2041	4,105.26	1,846.66	170.83	198.91		6,321.67
1/31/2042	4,336.18	1,631.14	150.31	202.89		6,320.53
1/31/2043	4,584.21	1,403.49	128.62	206.95		6,323.27
1/31/2044	4,840.79	1,162.82	105.70	211.09		6,320.39
1/31/2045	5,123.03	896.57	81.49	215.31		6,316.40
1/31/2046	5,430.92	614.81	55.88	219.62		6,321.22
1/31/2047	5,747.37	316.11	28.74	224.01		6,316.22
Total	\$ 77,367.11	\$ 58,274.48	\$ 5,519.09	\$ 4,179.59	\$	145,340.27

[a] Interest is calculated at the actual rate of the Improvement Area #4 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate

Note: 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

LOT TYPE 16 HOMEBUYER 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 372.0035), 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.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 16 PRINCIPAL ASSESSMENT: \$34,349.40

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, 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 **6 Creeks Public Improvement District Improvement Area #4** (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 Kyle. The exact amount of each annual installment will be approved each year by the Kyle 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 the City of Kyle.

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 Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

Annual Installment Schedule to Notice
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 Hays 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 Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 16

Improvement Area #4 - Lot Type 16					
Annual Installment Due	Principal	Interest [a]	Additional Interest [b]	Annual Collection Costs	Total Annual Installment
1/31/2025	\$ 819.28	\$ 1,755.74	\$ 171.72	\$ 117.03	\$ 2,863.77
1/31/2026	855.42	1,719.89	167.65	119.37	2,862.34
1/31/2027	891.57	1,682.47	163.40	121.76	2,859.20
1/31/2028	939.76	1,643.46	158.95	124.20	2,866.36
1/31/2029	975.90	1,602.35	154.27	126.68	2,859.20
1/31/2030	1,024.10	1,558.43	149.38	129.21	2,861.12
1/31/2031	1,072.29	1,512.35	144.25	131.80	2,860.68
1/31/2032	1,132.53	1,464.10	138.88	134.43	2,869.94
1/31/2033	1,180.72	1,413.13	133.24	137.12	2,864.22
1/31/2034	1,240.96	1,360.00	127.33	139.87	2,868.16
1/31/2035	1,313.25	1,294.85	121.12	142.66	2,871.89
1/31/2036	1,385.54	1,225.90	114.57	145.52	2,871.53
1/31/2037	1,457.83	1,153.16	107.64	148.43	2,867.06
1/31/2038	1,542.17	1,076.63	100.33	151.40	2,870.52
1/31/2039	1,626.51	995.66	92.61	154.42	2,869.20
1/31/2040	1,722.89	910.27	84.45	157.51	2,875.12
1/31/2041	1,819.28	819.82	75.84	160.66	2,875.60
1/31/2042	1,927.71	724.31	66.73	163.88	2,882.62
1/31/2043	2,036.14	623.10	57.10	167.15	2,883.50
1/31/2044	2,144.58	516.20	46.92	170.50	2,878.20
1/31/2045	2,277.11	398.25	36.17	173.91	2,885.44
1/31/2046	2,409.64	273.01	24.81	177.38	2,884.84
1/31/2047	2,554.22	140.48	12.76	180.93	2,888.39
Total	\$ 34,349.40	\$ 25,863.58	\$ 2,450.12	\$ 3,375.83	\$ 66,038.92

[a] Interest is calculated at the actual rate of the Improvement Area #4 Bonds.

[b] Additional Interest is calculated at the Additional Interest Rate

Note: 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

LOT TYPE 17 HOMEBUYER 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 372.0035), 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
KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 17 PRINCIPAL ASSESSMENT: \$50,760.56

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, 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 *6 Creeks Public Improvement District Improvement Area #5* (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 Kyle. The exact amount of each annual installment will be approved each year by the Kyle 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 the City of Kyle.

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 Hays 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 Hays 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 Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 17

Improvement Area #5 - Lot Type 17						
Annual Installment Due	Principal	Interest [a]	Capitalized Interest	Additional Interest [b]	Annual Collection Costs	Total Annual Installment
1/31/2025	\$ -	\$ (1,532.51)	\$ 1,532.51	\$ -	\$ -	\$ -
1/31/2026	957.75	2,982.18	-	253.80	430.99	4,624.72
1/31/2027	1,014.08	2,925.92	-	249.01	439.61	4,628.62
1/31/2028	1,070.42	2,866.34	-	243.94	448.40	4,629.10
1/31/2029	1,126.76	2,803.45	-	238.59	457.37	4,626.17
1/31/2030	1,197.18	2,737.25	-	232.96	466.51	4,633.91
1/31/2031	1,267.61	2,666.92	-	226.97	475.84	4,637.34
1/31/2032	1,338.03	2,592.45	-	220.63	485.36	4,636.47
1/31/2033	1,408.45	2,513.84	-	213.94	495.07	4,631.30
1/31/2034	1,492.96	2,431.09	-	206.90	504.97	4,635.92
1/31/2035	1,577.46	2,343.38	-	199.44	515.07	4,635.35
1/31/2036	1,661.97	2,250.70	-	191.55	525.37	4,629.59
1/31/2037	1,760.56	2,153.06	-	183.24	535.88	4,632.74
1/31/2038	1,859.15	2,049.63	-	174.44	546.59	4,629.82
1/31/2039	1,971.83	1,940.40	-	165.14	557.53	4,634.90
1/31/2040	2,084.51	1,824.56	-	155.28	568.68	4,633.03
1/31/2041	2,211.27	1,702.10	-	144.86	580.05	4,638.27
1/31/2042	2,338.03	1,572.18	-	133.80	591.65	4,635.67
1/31/2043	2,478.87	1,434.82	-	122.11	603.48	4,639.29
1/31/2044	2,619.72	1,289.19	-	109.72	615.55	4,634.18
1/31/2045	2,774.65	1,135.28	-	96.62	627.87	4,634.41
1/31/2046	2,943.66	972.27	-	82.75	640.42	4,639.10
1/31/2047	3,112.68	799.33	-	68.03	653.23	4,633.27
1/31/2048	3,295.77	616.46	-	52.46	666.30	4,631.00
1/31/2049	3,492.96	422.83	-	35.99	679.62	4,631.40
1/31/2050	3,704.23	217.62	-	18.52	693.21	4,633.58
Total	\$ 50,760.56	\$ 45,710.76	\$ 1,532.51	\$ 4,020.70	\$ 13,804.61	\$ 115,829.15

[a] Interest is calculated at a 5.875% rate for illustrative purposes.

[b] Additional Interest is calculated at the Additional Interest Rate

Note: 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

EXHIBIT S – PREPAYMENTS OF ASSESSMENTS IN FULL

The following is a list of all Parcels or Lots that made a Prepayment in full.

Property ID	Address	Lot Type	Prepayment Date
R163874	633 Coyote Creek Way	1	3/30/2020
R165538	188 Wading River Lane	4	9/22/2020
R170012	171 Fawn River Run	1	9/9/2021

EXHIBIT T– PARTIAL PREPAYMENTS OF ASSESSMENTS

The following is a list of all Parcels or Lots that made a partial Prepayment.

Improvement Area #1			
Property ID	Address	Lot Type	Prepayment Date
R163940	133 Silver Pass	1	5/15/2020
R163940	133 Silver Pass	1	6/4/2020
R163940	133 Silver Pass	1	7/10/2020
R163940	133 Silver Pass	1	7/23/2020
R163940	133 Silver Pass	1	8/20/2020
R163940	133 Silver Pass	1	9/25/2020
R163940	133 Silver Pass	1	10/23/2020
R163940	133 Silver Pass	1	11/20/2020
R163940	133 Silver Pass	1	12/31/2020
R163940	133 Silver Pass	1	1/31/2021
R163940	133 Silver Pass	1	3/2/2021

Improvement Area #1			
Property ID	Address	Lot Type	Prepayment Amount
R163940	133 Silver Pass	1	\$ 1,681.00

Improvement Area #3			
Property ID	Address	Lot Type [a]	Prepayment Amount
R182408	236 Pigeon Rd	9	\$ 16,016.68
R182336	246 Milam Creek Dr	9	\$ 16,016.68

Note: [a] Properties R182408 and R182336 were originally classified as Lot Type 11. The partial prepayment for these properties reduced their Assessment to the amount of Assessment equal to a Lot Type 9 at the time of the prepayment and the properties have been re-classified as Lot Type 9.

EXHIBIT U-1 – DISTRICT LEGAL DESCRIPTION

Blanco River Ranch
858.70 acres

PROPERTY DESCRIPTION EXHIBIT A

BEING 858.70 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS $\frac{1}{4}$ LEAGUE NO. 14, ABSTRACT 360, AND THE CALEB W. BAKER SURVEY, ABSTRACT 31 HAYS COUNTY, TEXAS AND BEING A PORTION OF TRACT I, A CALLED 1,971.29 ACRE TRACT AND ALL OF TRACT II, A CALLED 195.14 ACRE TRACT AS DESCRIBED IN A DEED FROM THE STATE OF TEXAS TO BLANCO RIVER RANCH, LP AND RECORDED IN VOLUME 5230, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 858.70 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH ALL BEARING REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

BEGINNING at an iron rod with aluminum cap stamped "Kent McMillian" found marking the most northerly corner of a called 311.56 acre tract described in a deed to Robert Nance recorded in Volume 4459, Page 137 of said Deed Records, same being the northwest corner of a called 195.14 acre tract described in the aforementioned deed to Blanco River Ranch as Tract II and being on the southeasterly line of said 1,971.29 acre Tract I;

THENCE, with the southerly line of said 1,971.29 acre tract, same being the northeasterly line of said 311.56 acre tract S43°59'58"W, 1916.27 feet to a $\frac{1}{2}$ -inch iron rod with cap stamped "AST" set on the northerly line of proposed RM 150;

THENCE, leaving said southerly line and crossing said 1,941.29 acre tract with the proposed northerly line of RM 150 the following courses and distances:

1. N65°08'51"W, 49.48 feet to a $\frac{1}{2}$ -inch iron rod with cap stamped "AST" set at the beginning of a curve to the right;
2. with a curve to the right, 381.25 feet, having a radius of 925.00 feet, a central angle of 23°36'54" and a chord bearing and distance of N53°30'43"W, 378.55 feet to a $\frac{1}{2}$ -inch iron rod with cap stamped "AST" set for point of tangency;
3. N41°42'16"W, 336.00 feet to a $\frac{1}{2}$ -inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;
4. with the arc of said curve to the left, 151.93 feet, having a radius of 1100.00 feet, a central angle of 07°54'48" and a chord bearing and distance of N45°39'41"W, 151.81 feet to a $\frac{1}{2}$ -inch iron rod with cap stamped "AST" set for point of tangency;
5. N49°37'05"W, 572.43 feet to a $\frac{1}{2}$ -inch iron rod with cap stamped "AST" set for an angle point in said line;
6. N51°37'01"W, 75.00 feet to a $\frac{1}{2}$ -inch iron rod with cap stamped "AST" set for an angle point in said line;
7. N53°36'58"W, 749.01 feet to a $\frac{1}{2}$ -inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;

8. with the arc of said curve to the left, 93.33 feet, having a radius of 1025.00 feet, a central angle of 05°13'01" and a chord bearing and distance of N56°13'28"W, 93.30 feet to a ½-inch iron rod with cap stamped "AST" set for the most westerly southwest corner of the herein described tract;

THENCE leaving said proposed right of way line and with a dry creek, the following courses and distances:

1. N26°31'11"E, 563.37 feet to a calculated point;
2. N46°09'29"E, 1179.39 feet to a calculated point;
3. N28°22'57"E, 708.36 feet to a calculated point;
4. N44°16'34"E, 582.28 feet to a calculated point at the beginning of a curve to the right;
5. with a curve to the right, 297.90 feet, having a radius of 1184.66 feet, a central angle of 14°24'28" and a chord bearing and distance of N77°54'54"E, 297.12 feet to a calculated point;
6. N04°51'54"W, 125.14 feet to a calculated point;
7. N23°10'37"E, 321.60 feet to a calculated point;
8. N13°08'23"W, 681.62 feet to a calculated point;
9. N31°45'00"E, 255.79 feet to a calculated point;
10. N08°23'37"E, 473.49 feet to a calculated point;
11. N02°33'01"W, 195.07 feet to a calculated point;
12. N30°53'10"W, 576.14 feet to a calculated point;
13. N01°26'31"W, 729.89 feet to a calculated point;
14. N38°05'39"W, 1250.80 feet to a calculated point;
15. N20°33'26"E, 282.73 feet a ½-inch iron rod with cap stamped "AST" set for the most westerly northwest corner of the herein described tract on the northerly line of said 1,971.29 acre tract, same being on the southerly line of Park Land Lot 23 of Arroyo Ranch, Section One, a subdivision of record in Volume 10, Page 180 of the Hays County Official Public Records;

THENCE, with the northerly line of said 1,971.29 acre tract, S82°42'45"E, 432.46 feet to a point located in the centerline of the remains of an old stone fence corner for an angle point in the north line of the herein described tract, from which a ½"-inch iron rod bears S88°19'W, 37.5 feet;

THENCE, continuing with said northerly line, N43°55'32"E, 1271.63 feet to a 2-inch metal fence post at the most northerly northwest corner of said 1,971.29 acre tract and being the common corners of Lots 12, 13 and 19, Block D of said Arroyo Ranch Section One subdivision;

THENCE, with the easterly line of said 1,971.29 acre tract the following courses and distances:

1. S46°19'30"E, at 185.02 feet passing the south line of said Arroyo Ranch subdivision and north line of a 20.3 acre tract described in a deed to F. Javier, Jr et al and recorded in Volume 2813, Page 359 of said Official Public Records and continuing for a total distance of 887.68 feet to a found ½-inch iron rod for the south corner of said Javier tract, same being the westerly corner of

a 21.15 acre tract described in a deed to Nancy L. Russell and Randall W. Russell and recorded in Volume 4385, Page 135 of said Official Public Records;

2. S46°48'04"E, 579.01 feet to a found ½-inch iron rod for the south corner of Russell and being the westerly corner of Quail Meadows Subdivision as recorded in Volume 7, Page 47 of the Hays County Plat Records;
3. With the southwesterly line of said subdivision, S46°06'19"E, 409.08 feet to ½-inch iron rod for angle point;
4. S47°09'10"E, 405.41 feet to ½-inch iron rod for angle point;
5. S47°52'54"E, 295.90 feet to ½-inch iron rod for angle point;
6. S47°18'52"E, 296.88 feet to ½-inch iron rod for angle point;
7. S47°21'24"E, 132.10 feet to ½-inch iron rod for angle point;
8. S47°07'34"E, 179.01 feet to ½-inch iron rod for angle point;
9. S46°55'27"E, 248.69 feet to ½-inch iron rod for most southerly corner of said subdivision and the westerly corner of a called 57.26 acre tract described in a deed to Kyle Mortgage Investors, LLC and recorded in Volume 3416, Page 789 of said Official Public Records;
10. S45°43'31"E, 436.59 feet to a fence post for angle point;
11. S46°32'55"E, 1447.00 feet to an iron rod with aluminum cap stamped "Kent McMillian" at an interior ell corner of said 1,971.29 acre tract;
12. Continuing with the easterly line of said 1,971.29 acre tract, S40°23'35"W, 1023.40 feet to a ½-inch iron rod found at the westerly corner of a called 1.259 acre tract described in a deed to Robin Robinson and recorded in Volume 5358, Page 587 of said Official Public Records;
13. S50°23'48"E, 255.70 feet to a fence post for angle point;
14. N40°43'43"E, 42.89 feet to a ½-inch iron rod with cap stamped "AST" set;
15. S52°09'40"E, at 85.22 feet passing a ½-inch iron rod found at the westerly corner of a called 0.72 acre tract described in a deed to Robin and Gale Robinson and recorded in Volume 4689, Page 363 of said Official Public Records and continuing for a total distance of 244.62 feet to a ½-inch iron rod with cap stamped "AST" set;
16. N43°53'50"E, 92.19 feet to a ½-inch iron rod with cap stamped "AST" set;
17. S78°26'49"E, 101.27 feet ½-inch iron rod found on the westerly right of way line of N. Old Stagecoach Road (width varies);

THENCE, with said westerly right of way line the following course and distances:

1. S16°21'49"E, 511.37 feet to a ½-inch iron rod with cap stamped "AST";
2. S16°20'38"E, 1420.21 feet to a 60d nail found next to a cedar fence post and
3. S16°48'53"E, 800.20 feet to a ½-inch iron rod with cap stamped "AST" set for the most easterly southeast corner of this tract;

THENCE, leaving said westerly right of way line and with fence along the southeasterly line of said 195.14 acre tract, S36°01'23"W, 42.36 feet to a cedar fence post;

THENCE, continuing with said southeasterly line, same being the northwesterly line of a called 132.59 acre tract described in a deed to Felder CND, LLC and recorded in Volume 5224, Page 246 of the Hays County Official Public Records the following courses and distances:

1. S48°36'08"W, 1583.50 feet to a cedar fence post;
2. N49°26'16"W, 34.23 feet to a cedar fence post;
3. S25°40'41"W, 39.42 feet to an iron rod with cap stamped "Vickrey";
4. S48°29'40"W, 2127.73 feet to a cedar fence post with "Mag Nail" on the northerly right of way line of Cypress Road (aka Limekiln Road) (width undetermined) at the southeast corner of said 195.14 acre tract from which an iron rod with aluminum cap stamped "Kent McMillian" bears S21°57'46"W, 50.84 feet;

THENCE, with said northerly right of way line, N77°16'32"W, 599.91 feet to a cedar fence post on the easterly line of said 311.56 acre tract;

THENCE, with fence and the easterly line of said 311.56 acre and westerly line of said 195.14 acre tract the following courses and distances:

1. N16°48'19"W, 270.65 feet to a calculated angle point in said line and;
2. N17°13'44"W, 1607.95 feet to the **POINT OF BEGINNING** and containing 858.70 acres of land, more or less.

SURVEYOR'S STATEMENT

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.

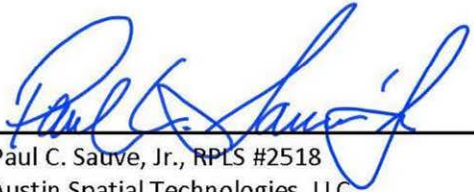

Paul C. Sauve, Jr., RPLS #2518
Austin Spatial Technologies, LLC
December 5, 2016



EXHIBIT U-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

Section 1 Legal Description

METES AND BOUNDS DESCRIPTION FOR

A 34.391 ACRE, TRACT OF LAND COMPRISED OF A PORTION OF THE 61.49 ACRE TRACT CONVEYED TO HMBRR DEVELOPMENT, INC. BY INSTRUMENT RECORDED IN DOCUMENT NO. 17034173 IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF THE 188.51 ACRE TRACT CONVEYED TO HMBRR, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 17034176 IN SAID OFFICIAL PUBLIC RECORDS, AND A PORTION OF 608.70 ACRE TRACT CONVEYED TO HMBRR LP # 2 BY INSTRUMENT RECORDED IN DOCUMENT NO. 17034180 IN SAID OFFICIAL PUBLIC RECORDS, IN THE SAMUEL PHARASS $\frac{1}{4}$ LEAGUE NO. 14, ABSTRACT 360, PARTIALLY IN THE CITY OF KYLE, HAYS COUNTY, TEXAS. SAID 34.391 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00;

BEGINNING: AT A SET $\frac{1}{2}$ " IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON" ON THE WEST RIGHT-OF-WAY OF OLD STAGECOACH ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, FROM WHICH A FOUND $\frac{1}{2}$ " IRON ROD WITH CAP MARKED "AST" ON THE WEST RIGHT-OF-WAY OF SAID OLD STAGECOACH ROAD, AT THE MOST EASTERLY NORTHEAST CORNER OF SAID 61.49 ACRE TRACT AND A SOUTHEAST CORNER OF SAID 608.70 ACRE TRACT BEARS S 16°21'49" E, A DISTANCE OF 1.69 FEET;

THENCE: S 16°21'49" E, ALONG AND WITH THE WEST RIGHT-OF-WAY LINE OF SAID OLD STAGECOACH ROAD, A DISTANCE OF 1423.43 FEET TO A FOUND MAG NAIL;

THENCE: S 16°46'59" E, CONTINUING ALONG AND WITH THE WEST RIGHT-OF-WAY LINE OF SAID OLD STAGECOACH ROAD, A DISTANCE OF 559.73 FEET TO A SET $\frac{1}{2}$ " IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID OLD STAGECOACH ROAD, OVER AND ACROSS SAID 61.49 ACRE TRACT THE FOLLOWING BEARINGS AND DISTANCES:

SOUTHWESTERLY, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°58'06", A CHORD BEARING AND DISTANCE OF S 28°12'04" W, 21.21 FEET, FOR AN ARC LENGTH OF 23.55 FEET TO A SET $\frac{1}{2}$ " IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 73°11'07" W, A DISTANCE OF 43.79 FEET TO A SET $\frac{1}{2}$ " IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

SOUTHWESTERLY, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 10°34'19", A CHORD BEARING AND DISTANCE OF

S 78°28'16" W, 50.67 FEET, FOR AN ARC LENGTH OF 50.74 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 83°45'26" W, A DISTANCE OF 59.00 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

NORTHWESTERLY, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 83°42'30", A CHORD BEARING AND DISTANCE OF N 54°23'19" W, 20.02 FEET, FOR AN ARC LENGTH OF 21.91 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

NORTHWESTERLY, ALONG A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 28°52'03", A CHORD BEARING AND DISTANCE OF N 26°58'06" W, 174.48 FEET, FOR AN ARC LENGTH OF 176.34 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 41°24'07" W, A DISTANCE OF 182.22 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

NORTHWESTERLY, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 20°58'41", A CHORD BEARING AND DISTANCE OF N 30°54'47" W, 100.13 FEET, FOR AN ARC LENGTH OF 100.69 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 20°25'27" W, A DISTANCE OF 68.68 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

NORTHWESTERLY, ALONG A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 24°24'10", A CHORD BEARING AND DISTANCE OF N 32°37'32" W, 137.38 FEET, FOR AN ARC LENGTH OF 138.42 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 45°10'23" E, A DISTANCE OF 120.09 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 49°03'14" W, A DISTANCE OF 64.36 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 56°13'41" W, A DISTANCE OF 57.67 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 56°10'39" W, A DISTANCE OF 95.45 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 38°25'46" W, A DISTANCE OF 91.92 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 34°10'46" W, A DISTANCE OF 50.00 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 55°49'14" W, A DISTANCE OF 120.00 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 34°10'46" W, A DISTANCE OF 100.00 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 55°49'14" W, A DISTANCE OF 50.00 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

NORTHWESTERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING, A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF N 79°10'46" W, 21.21 FEET, FOR AN ARC LENGTH OF 23.56 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 34°10'46" W, A DISTANCE OF 50.00 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

NORTHEASTERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF N 10°49'14" E, 21.21 FEET, FOR AN ARC LENGTH OF 23.56 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 34°10'46" W, A DISTANCE OF 100.00 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 55°49'14" W, A DISTANCE OF 127.69 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 35°10'02" W, A DISTANCE OF 42.81 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 33°02'18" W, A DISTANCE OF 151.46 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 26°43'21" W, A DISTANCE OF 74.14 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 45°35'23" W, A DISTANCE OF 55.21 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 69°43'34" W, A DISTANCE OF 202.47 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

NORTHWESTERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 02°19'30", A CHORD BEARING AND DISTANCE OF N 21°26'11" W, 31.45 FEET, FOR AN ARC LENGTH OF 31.45 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 67°02'44" W, A DISTANCE OF 142.32 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON" ON A WEST LINE OF SAID 61.49 ACRE TRACT AND AN EAST LINE OF SAID 188.51 ACRE TRACT;

THENCE: N 22°06'03" W, ALONG AND WITH A WEST LINE OF 61.49 ACRE TRACT AND AN EAST LINE OF SAID 188.51 ACRE TRACT, A DISTANCE OF 60.01 FEET TO A POINT;

THENCE: N 19°59'52" W, CONTINUING ALONG AND WITH THE WEST LINE OF 61.49 ACRE TRACT AND THE EAST LINE OF SAID 188.51 ACRE TRACT, AT A DISTANCE OF 288.91 FEET PASSING AN ANGLE POINT OF SAID 61.49 ACRE TRACT, CONTINUING OVER AND ACROSS SAID 188.51 ACRE TRACT, A TOTAL DISTANCE OF 365.06 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: NORTHEASTERLY, CONTINUING OVER AND ACROSS SAID 188.51 ACRE TRACT, ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 11°10'10", A CHORD BEARING AND DISTANCE OF N 79°03'09" E, 68.12 FEET, FOR AN ARC LENGTH OF 68.23 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: N 03°23'28" W, OVER AND ACROSS SAID 188.51 ACRE TRACT, AT A DISTANCE OF 0.75 FEET PASSING AN ANGLE POINT OF SAID 188.51 ACRE TRACT AND AN ANGLE POINT OF SAID 61.49 ACRE TRACT, CONTINUING ALONG AND WITH AN EAST LINE OF SAID 188.51 ACRE TRACT AND A WEST LINE OF SAID 61.49 ACRE TRACT, A TOTAL DISTANCE OF 50.03 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: DEPARTING AN EAST LINE OF SAID 188.51 ACRE TRACT AND A WEST LINE OF SAID 61.49 ACRE TRACT, OVER AND ACROSS SAID 61.49 ACRE TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

NORTHEASTERLY, ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 01°53'32", A CHORD BEARING AND DISTANCE OF N 85°49'48" E, 13.21 FEET, FOR AN ARC LENGTH OF 13.21 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 03°13'26" W, A DISTANCE OF 133.36 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 64°50'45" W, A DISTANCE OF 15.48 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON" ON AN EAST LINE OF SAID 188.51 ACRE TRACT AND A WEST LINE OF SAID 61.49 ACRE TRACT;

THENCE: N 03°23'28" W, ALONG AND WITH AN EAST LINE OF SAID 188.51 ACRE TRACT AND A WEST LINE OF SAID 61.49 ACRE TRACT, AT A DISTANCE OF 87.69 FEET PASSING A POINT ON A SOUTHEAST LINE OF SAID 608.70 ACRE TRACT, AT THE NORTHEAST CORNER OF SAID 188.51 ACRE TRACT AND THE NORTHWEST CORNER OF SAID 61.49 ACRE TRACT, CONTINUING OVER AND ACROSS SAID 608.70 ACRE TRACT, A TOTAL DISTANCE OF 88.67 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: OVER AND ACROSS SAID 608.70 ACRE TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

NORTHEASTERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1560.00 FEET, A CENTRAL ANGLE OF 03°58'00", A CHORD BEARING AND DISTANCE OF N 52°07'56" E, 107.98 FEET, FOR AN ARC LENGTH OF 108.00 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 50°08'56" E, A DISTANCE OF 260.13 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: SOUTHEASTERLY, OVER AND ACROSS SAID 608.70 ACRE TRACT AND SAID 61.49 ACRE TRACT, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 94°37'43", A CHORD BEARING AND DISTANCE OF S 82°32'11" E, 44.11 FEET, FOR AN ARC LENGTH OF 49.55 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: CONTINUING OVER AND ACROSS SAID 61.49 ACRE TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

N 56°23'10" E, A DISTANCE OF 60.01 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 34°10'46" W, A DISTANCE OF 11.96 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: NORTHEASTERLY, OVER AND ACROSS SAID 61.49 ACRE TRACT AND SAID 608.70 ACRE TRACT, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 84°19'42", A CHORD BEARING AND DISTANCE OF N 07°59'05" E, 40.28 FEET, FOR AN ARC LENGTH OF 44.15 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: OVER AND ACROSS SAID 608.70 ACRE TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

N 50°08'56" E, A DISTANCE OF 51.45 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

NORTHEASTERLY, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 615.00 FEET, A CENTRAL ANGLE OF 14°30'01", A CHORD BEARING AND DISTANCE OF N 57°23'57" E, 155.23 FEET, FOR AN ARC LENGTH OF 155.64 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 64°38'57" E, A DISTANCE OF 515.04 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

SOUTHEASTERLY, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 98°59'13", A CHORD BEARING AND DISTANCE OF S 65°51'26" E, 152.07 FEET, FOR AN ARC LENGTH OF 172.76 FEET TO THE POINT OF BEGINNING, AND CONTAINING 34.391 ACRES IN THE CITY OF KYLE, HAYS COUNTY, TEXAS. SAID TRACT BEING DESCRIBED IN ACCORDANCE WITH A SURVEY MADE ON THE GROUND AND A SURVEY DESCRIPTION AND MAP PREPARED UNDER JOB NUMBER 8141-08 BY PAPE-DAWSON ENGINEERS, INC.

Section 2 Legal Description

METES AND BOUNDS DESCRIPTION FOR

A 28.040 acre, more or less, tract of land comprised of a portion of the 61.49 acre tract conveyed to HMBRR Development, Inc. by instrument recorded in Document No. 17034173 in the Official Public Records of Hays County, Texas, and a portion of the 188.51 acre tract conveyed to HMBRR, LP by instrument recorded in Document No. 17034176 in said Official Public Records, in the Samuel Pharass ¼ League No. 14, Abstract 360, in Hays County, Texas. Said 28.040 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

COMMENCING: At a found mag nail at the southernmost corner of said 188.51 acre tract;

THENCE: N 48°29'18" E, along and with the southeast line of said 188.51 acre tract, at a distance of 111.03 feet passing the west corner of the 132.59 acre tract described in Volume 5224, Page 246 in said Official Public Records, continuing along and with the southeast line of said 188.51 acre tract, a total distance of 2127.82 feet to a found ½" iron rod marked "Vickrey", at an angle point of said 188.51 acre tract and an angle point of said 132.59 acre tract;

THENCE: Along and with the southeast line of said 188.51 acre tract and the northwest line of said 132.59 acre tract, the following bearings and distances:

N 25°44'10" E, a distance of 39.08 feet to a found mag nail, at an angle point of said 188.51 acre tract and an angle point of said 132.59 acre tract;

S 49°37'46" E, a distance of 34.21 feet to a found mag nail, at an angle point of said 188.51 acre tract and an angle point of said 132.59 acre tract;

N 48°35'53" E, a distance of 1423.66 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", at the POINT OF BEGINNING of the herein described tract;

THENCE: Departing the southeast line of said 188.51 acre tract and the northwest line of said 132.59 acre tract, over and across said 188.51 acre tract and said 61.49 acre tract, the following bearings and distances:

N 59°52'52" W, a distance of 211.37 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 300.00 feet, a central angle of 00°27'37", a chord bearing and distance of N 29°53'20" E, 2.41 feet, for an arc length of 2.41 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 60°20'29" W, a distance of 115.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 22°50'13" E, a distance of 43.95 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 09°11'38" E, a distance of 43.95 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 03°37'26" W, a distance of 41.26 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 21°09'38" W, a distance of 46.64 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 41°24'07" W, a distance of 51.61 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 41°24'07" W, a distance of 150.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 48°35'53" W, a distance of 130.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 41°24'07" E, a distance of 20.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 48°35'53" W, a distance of 380.33 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 63°07'22" W, a distance of 179.85 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 83°18'36" W, a distance of 373.56 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 06°41'24" W, a distance of 135.26 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 1025.00 feet, a central angle of 02°33'53", a chord bearing and distance of S 85°52'45" W, 45.88 feet, for an arc length of 45.88 feet to a point;

S 87°09'41" W, a distance of 35.21 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 02°50'19" W, a distance of 50.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 06°41'24" W, a distance of 438.42 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 06°41'24" W, a distance of 50.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 06°41'24" W, a distance of 161.57 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 17°22'23" W, a distance of 115.59 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 22°04'53" W, a distance of 56.05 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 67°02'44" E, a distance of 142.32 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 775.00 feet, a central angle of 02°19'30", a chord bearing and distance of S 21°26'11" E, 31.45 feet, for an arc length of 31.45 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 69°43'34" E, a distance of 202.47 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 45°35'23" E, a distance of 55.21 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 26°43'21" E, a distance of 74.14 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 33°02'18" E, a distance of 151.46 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 35°10'02" E, a distance of 42.81 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 55°49'14" E, a distance of 127.69 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 34°10'46" E, a distance of 100.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southwesterly, along a tangent curve to the right, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 10°49'14" W, 21.21 feet, for an arc length of 23.56 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 34°10'46" E, a distance of 50.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 79°10'46" E, 21.21 feet, for an arc length of 23.56 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 55°49'14" E, a distance of 50.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 34°10'46" E, a distance of 100.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 55°49'14" E, a distance of 120.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 34°10'46" E, a distance of 50.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 38°25'46" E, a distance of 91.92 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 56°10'39" E, a distance of 95.45 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 56°13'41" E, a distance of 57.67 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 49°03'14" E, a distance of 64.36 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 45°10'23" W, a distance of 120.09 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 325.00 feet, a central angle of 24°24'10", a chord bearing and distance of S 32°37'32" E, 137.38 feet, for an arc length of 138.42 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 20°25'27" E, a distance of 68.68 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the left, said curve having a radius of 275.00 feet, a central angle of 20°58'41", a chord bearing and distance of S 30°54'47" E, 100.13 feet, for an arc length of 100.69 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 41°24'07" E, a distance of 182.22 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the right, said curve having a radius of 350.00 feet, a central angle of 28°52'03", a chord bearing and distance of S 26°58'06" E, 174.48 feet, for an arc length of 176.34 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a reverse curve to the left, said curve having a radius of 15.00 feet, a central angle of 83°42'30", a chord bearing and distance of S 54°23'19" E, 20.02 feet, for an arc length of 21.91 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 83°45'26" E, a distance of 59.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, along a tangent curve to the left, said curve having a radius of 275.00 feet, a central angle of 10°34'19", a chord bearing and distance of N 78°28'16" E, 50.67 feet, for an arc length of 50.74 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 73°11'07" E, a distance of 43.79 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 89°58'06", a chord bearing and distance of N 28°12'04" E, 21.21 feet, for an arc length of 23.55 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on the west right-of-way of Old Stagecoach Road, a variable width right-of-way, and the east line of said 61.49 acre tract;

THENCE: S 16°46'59" E, along and with the west right-of-way line of said Old Stagecoach Road and the east line of said 61.49 acre tract, at a distance of 238.11 feet passing a found ½"

iron rod, continuing a total distance of 238.92 feet to a point, at the southeast corner of said 61.49 acre tract;

THENCE: S 36°01'08" W, departing the west right-of-way line of said Old Stagecoach Road, along and with the southeast line of said 61.49 acre tract, a distance of 42.61 feet to a found mag nail, at an angle point of said 61.49 acre tract and the northernmost corner of said 132.59 acre tract;

THENCE: S 48°35'53" W, along and with the northwest line of said 132.59 acre tract, the southeast line of said 61.49 acre tract and the southeast line of said 188.51 acre tract, a distance of 159.68 feet to the POINT OF BEGINNING, and containing 28.040 acres in Hays County, Texas. Said tract being described in accordance with a survey made on the ground by Pape-Dawson Engineers, Inc.

Section 3 Legal Description

METES AND BOUNDS DESCRIPTION FOR

A 34.398 acre, more or less, tract of land comprised of a portion of the 188.51 acre tract conveyed to HMBRR, LP by instrument recorded in Document No. 17034176 in the Official Public Records of Hays County, Texas, and a portion of the 608.70 acre tract conveyed to HMBRR LP # 2 by instrument recorded in Document No. 17034180 in said Official Public Records, in the Samuel Pharass ¼ League No. 14, Abstract 360, Hays County, Texas. Said 34.398 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

COMMENCING: At a found mag nail at the southernmost corner of said 188.51 acre tract;

THENCE: N 48°29'18" E, along and with the southeast line of said 188.51 acre tract, at a distance of 111.03 feet passing the west corner of the 132.59 acre tract described in Volume 5224, Page 246 in said Official Public Records, continuing a total distance of 1356.51 feet to a point from which a found ½" iron rod marked "Vickrey", at an angle point of said 188.51 acre tract and said 132.59 acre tract bears N 48°29'18" E, distance of 771.31 feet;

THENCE: N 41°30'42" W, departing the southeast line of said 188.51 acre tract and the northwest line of said 132.59 acre tract, over and across said 188.51 acre tract, a distance of 2513.94 feet, to the POINT OF BEGINNING of the herein described tract;

N 40°08'34" E, a distance of 176.64 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 60.00 feet, a central angle of 14°28'39", a chord bearing and distance of N 57°05'46" W, 15.12 feet, for an arc length of 15.16 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 40°08'34" W, a distance of 166.50 feet to set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 21°04'28" W, a distance of 177.56 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 21°52'32" E, a distance of 170.23 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 68°18'00" E, a distance of 164.26 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 89°38'05" E, a distance of 70.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 43°11'52" E, a distance of 156.28 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 34°18'30" E, a distance of 110.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 43°12'35" E, a distance of 140.48 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 51°41'58" E, a distance of 72.36 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 64°27'27" E, a distance of 63.77 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 24°37'09" E, a distance of 185.86 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 04°30'09" E, at a distance of 25.00 feet passing the north line of said 188.51 acre tract and a south line of said 608.70 acre tract, continuing over and across said 608.70 acre tract, a total distance of 29.28 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Northeasterly, continuing over and across said 608.70 acre tract, along a non-tangent curve to the left, said curve having a radius of 1560.00 feet, a central angle of 15°36'05", a chord bearing and distance of N 86°50'20" E, 423.47 feet, for an arc length of 424.78 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Southeasterly, over and across said 608.70 acre tract and said 188.51 acre tract, along a reverse curve to the right, said curve having a radius of 85.00 feet, a central angle of 87°39'40", a chord bearing and distance of S 57°07'52" E, 117.73 feet, for an arc length of 130.05 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Over and across said 188.51 acre tract, the following bearings and distances:

S 13°18'02" E, a distance of 25.78 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 76°41'58" E, a distance of 80.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 13°18'02" E, a distance of 8.58 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the right, said curve having a radius of 386.50 feet, a central angle of 05°40'15", a chord bearing and distance of S 10°27'55" E, 38.24 feet, for an arc length of 38.25 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 07°37'47" E, a distance of 67.78 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the left, said curve having a radius of 363.50 feet, a central angle of 05°39'38", a chord bearing and distance of S 10°27'36" E, 35.90 feet, for an arc length of 35.91 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 13°17'25" E, a distance of 10.24 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a non-tangent curve to the left, said curve having a radial bearing of N 76°37'59" E, a radius of 450.54 feet, a central angle of 26°42'29", a chord bearing and distance of S 26°43'15" E, 208.12 feet, for an arc length of 210.02 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 38°07'47" E, a distance of 98.19 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the right, said curve having a radius of 430.00 feet, a central angle of 31°26'23", a chord bearing and distance of S 22°24'36" E, 233.00 feet, for an arc length of 235.95 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 06°41'24" E, a distance of 364.55 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the right, said curve having a radius of 3030.00 feet, a central angle of 03°05'56", a chord bearing and distance of S 05°08'26" E, 163.86 feet, for an arc length of 163.88 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a reverse curve to the left, said curve having a radius of 15.00 feet, a central angle of 89°14'50", a chord bearing and distance of S 48°12'54" E, 21.07 feet, for an arc length of 23.36 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 02°50'19" E, a distance of 50.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southwesterly, along a non-tangent curve to the left, said curve having a radial bearing of S 02°50'19" E, a radius of 15.00 feet, a central angle of 89°14'50", a chord bearing and distance of S 42°32'16" W, 21.07 feet, for an arc length of 23.36 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a reverse curve to the right, said curve having a radius of 3030.00 feet, a central angle of 02°34'04", a chord bearing and distance of S 00°48'07" E, 135.78 feet, for an arc length of 135.79 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 00°28'54" W, a distance of 137.29 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the left, said curve having a radius of 470.00 feet, a central angle of 35°42'17", a chord bearing and distance of S 17°22'14" E, 288.17 feet, for an arc length of 292.89 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a compound curve to the left, said curve having a radius of 65.00 feet, a central angle of 52°43'35", a chord bearing and distance of S 61°35'10" E, 57.73 feet, for an arc length of 59.82 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southwesterly, along a reverse curve to the right, said curve having a radius of 72.00 feet, a central angle of 271°38'52", a chord bearing and distance of S 47°52'29" W, 100.35 feet, for an arc length of 341.36 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a reverse curve to the left, said curve having a radius of 65.00 feet, a central angle of 41°07'54", a chord bearing and distance of N 16°52'02" W, 45.67 feet, for an arc length of 46.66 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a reverse curve to the right, said curve having a radius of 530.00 feet, a central angle of 37°54'54", a chord bearing and distance of N 18°28'32" W, 344.36 feet, for an arc length of 350.72 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 00°28'22" E, a distance of 149.14 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 89°44'49" W, a distance of 100.61 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 87°36'04" W, a distance of 83.98 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 80°15'00" W, a distance of 83.98 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 72°53'56" W, a distance of 83.98 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 66°01'03" W, a distance of 84.03 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 59°14'33" W, a distance of 575.03 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 60°29'27" W, a distance of 66.99 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 71°07'00" W, a distance of 63.44 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 83°27'43" W, a distance of 63.44 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 89°38'05" W, a distance of 453.82 feet to the POINT OF BEGINNING, and containing 34.398 acres in Hays County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 8141-08 by Pape-Dawson Engineers, Inc.

EXHIBIT U-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION



METES AND BOUNDS DESCRIPTION FOR SIX CREEKS SECTION 4

A 39.039 acre, or 1,700,519 square feet more or less, tract of land out of that 153.0288 acre tract conveyed to HMBRR Development, Inc. by deed recorded in Instrument No. 20006092 of the Official Public Records of Hays County, Texas, and out of that 61.49 acre tract conveyed to HMBRR Development, Inc by deed recorded in Instrument No. 17034173 of the Official Public Records of Hays County, Texas, situated in the Samuel Pharass ½ League No.14, Abstract 360, Hays County, Texas. Said 39.039 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At a found ½" iron rod with a yellow cap stamped "Pape-Dawson" at the east most south corner of 6 Creeks-Phase 1, Section 2 subdivision recorded in Instrument No. 20008055 of the Map and Plat Records of Hays County, Texas, on the southeast line of said 153.0288 acre tract;

THENCE: S 48°35'53" W, with the southeast line of said 153.0288 acre tract, a distance of 1332.57 feet to a point, from which a found mag nail at a corner of said 153.0288 acre tract bears S 48°35'53" W, a distance of 91.09 feet;

THENCE: Departing the southeast line of said 153.0288 acre tract, over and across said 153.0288 acre tract, the following bearings and distances:

N 41°24'07" W, a distance of 306.70 feet to a point;

N 79°25'32" W, a distance of 67.08 feet to a point;

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 315.00 feet, a central angle of 01°30'26", a chord bearing and distance of S 11°55'33" W, 8.29 feet, for an arc length of 8.29 feet to a point;

N 77°19'14" W, a distance of 183.38 feet to a point;

N 74°56'18" W, a distance of 101.57 feet to a point on the southeast line of 6 Creeks, Phase 1, Section 3 recorded in Instrument No. 19020754 of the Map and Plat Records of Hays County, Texas;

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THENCE: With the east line of said 6 Creeks-Phase 1, Section 3, the following bearings and distances:

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 72.00 feet, a central angle of $120^{\circ}03'15''$, a chord bearing and distance of $N 27^{\circ}55'19'' W$, 124.74 feet, for an arc length of 150.86 feet to a point;

Northwesterly, along a reverse curve to the right, said curve having a radius of 65.00 feet, a central angle of $52^{\circ}43'35''$, a chord bearing and distance of $N 61^{\circ}35'10'' W$, 57.73 feet, for an arc length of 59.82 feet to a point;

Northwesterly, along a compound curve to the right, said curve having a radius of 470.00 feet, a central angle of $35^{\circ}42'17''$, a chord bearing and distance of $N 17^{\circ}22'14'' W$, 288.17 feet, for an arc length of 292.89 feet to a point;

$N 00^{\circ}28'54'' E$, a distance of 137.29 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 3030.00 feet, a central angle of $02^{\circ}34'04''$, a chord bearing and distance of $N 00^{\circ}48'07'' W$, 135.78 feet, for an arc length of 135.79 feet to a point;

Northeasterly, along a reverse curve to the right, said curve having a radius of 15.00 feet, a central angle of $89^{\circ}14'50''$, a chord bearing and distance of $N 42^{\circ}32'16'' E$, 21.07 feet, for an arc length of 23.36 feet to a point;

$N 02^{\circ}50'19'' W$, a distance of 50.00 feet to a point;

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 15.00 feet, a central angle of $89^{\circ}14'50''$, a chord bearing and distance of $N 48^{\circ}12'54'' W$, 21.07 feet, for an arc length of 23.36 feet to a point;

Northwesterly, along a reverse curve to the left, said curve having a radius of 3030.00 feet, a central angle of $03^{\circ}05'56''$, a chord bearing and distance of $N 05^{\circ}08'26'' W$, 163.86 feet, for an arc length of 163.88 feet to a point;

$N 06^{\circ}41'24'' W$, a distance of 364.55 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 430.00 feet, a central angle of $31^{\circ}26'23''$, a chord bearing and distance of $N 22^{\circ}24'36'' W$, 233.00 feet, for an arc length of 235.95 feet to a point;



N 38°07'47" W, a distance of 98.19 feet to a point;

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 450.54 feet, a central angle of 26°42'29", a chord bearing and distance of N 26°43'15" W, 208.12 feet, for an arc length of 210.02 feet to a point;

N 13°17'25" W, a distance of 10.24 feet to a point;

Northwesterly, along a tangent curve to the right, said curve having a radius of 363.50 feet, a central angle of 05°39'38", a chord bearing and distance of N 10°27'36" W, 35.90 feet, for an arc length of 35.91 feet to a point;

N 07°37'47" W, a distance of 67.78 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 386.50 feet, a central angle of 05°40'15", a chord bearing and distance of N 10°27'55" W, 38.24 feet, for an arc length of 38.25 feet to a point;

N 13°18'02" W, a distance of 8.58 feet to a point on the southeast right-of-way line of 6 Creeks Boulevard Phase 1, Section 2, a variable width public right-of-way dedicated in Instrument No. 19019778 of the Map and Plat Records of Hays County, Texas;

THENCE: N 13°18'02" W, with the southeast right-of-way line of said 6 Creeks Boulevard, the northwest line of said 153.0288 acre tract, a distance of 12.40 feet to a point;

THENCE: Northeasterly, continuing with the southeast right-of-way line of said 6 Creeks Boulevard, the northwest line of said 153.0288 acre tract, along a tangent curve to the right, said curve having a radius of 110.00 feet, a central angle of 71°21'18", a chord bearing and distance of N 22°22'37" E, 128.31 feet, for an arc length of 136.99 feet to a point;

THENCE: Northeasterly, departing the southeast right-of-way line of said 6 Creeks Boulevard, with the northwest line of said 153.0288 acre tract, the south line of a 608.70 acre tract conveyed to HMBR LP #2 by deed recorded in Instrument No. 17034180 of the Official Public Records of Hays County, Texas, along a non-tangent curve to the left, said curve having a radius of 1560.00 feet, a central angle of 16°14'06", a chord bearing and distance of N 62°02'46" E, 440.56 feet, for an arc length of 442.03 feet to a to the northwest corner of 6 Creeks-Phase



THEENCE: I, Section 1 recorded in Instrument No. 19019778 of the Map and Plat Records of Hays County, Texas;
With the west lines of said 6 Creeks-Phase 1, Section 1 and the west and south lines of 6 Creeks-Phase 1, Section 2 recorded in Instrument No. 20008055 of the Map and Plat Records of Hays County, Texas, the following bearings and distances:

S 03°23'28" E, a distance of 87.69 feet;

S 64°50'45" E, a distance of 15.48 feet to a point;

S 03°13'26" E, a distance of 133.36 feet to a point;

Southwesterly, along a non-tangent curve to the left, said curve having a radius of 400.00 feet, a central angle of 01°53'32", a chord bearing and distance of S 85°49'48" W, 13.21 feet, for an arc length of 13.21 feet to a point;

S 03°23'28" E, a distance of 50.03 feet to a point;

Southwesterly, along a non-tangent curve to the left, said curve having a radius of 350.00 feet, a central angle of 11°10'10", a chord bearing and distance of S 79°03'09" W, 68.12 feet, for an arc length of 68.23 feet to a point;

S 19°59'52" E, a distance of 365.06 feet to a point;

S 22°06'03" E, a distance of 60.01 feet to a point;

S 22°04'53" E, a distance of 56.05 feet to a point;

S 17°22'23" E, a distance of 115.59 feet to a point;

S 06°41'24" E, a distance of 649.99 feet to a point;

S 02°50'19" E, a distance of 50.00 feet to a point;

N 87°09'41" E, a distance of 35.21 feet to a point;

Northeasterly, along a tangent curve to the left, said curve having a radius of 1025.00 feet, a central angle of 02°33'53", a chord bearing and distance of N 85°52'45" E, 45.88 feet, for an arc length of 45.88 feet to a point;



S 06°41'24" E, a distance of 135.26 feet to a point;
N 83°18'36" E, a distance of 373.56 feet to a point;
N 63°07'22" E, a distance of 179.85 feet to a point;
N 48°35'53" E, a distance of 380.33 feet to a point;
N 41°24'07" W, a distance of 20.00 feet to a point;
N 48°35'53" E, a distance of 130.00 feet to a point;
S 41°24'07" E, a distance of 201.61 feet to a point;
S 21°09'38" E, a distance of 46.64 feet to a point;
S 03°37'26" E, a distance of 41.26 feet to a point;
S 09°11'38" W, a distance of 43.95 feet to a point;
S 22°50'13" W, a distance of 43.95 feet to a point;
S 60°20'29" E, a distance of 115.00 feet to a point;

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 300.00 feet, a central angle of 00°27'37", a chord bearing and distance of S 29°53'20" W, 2.41 feet, for an arc length of 2.41 feet to a point;

THENCE: S 59°52'52" E, a distance of 211.37 feet to the POINT OF BEGINNING and containing 39.039 acres in Hays County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 8141-13 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: June 23, 2020
JOB NO. 8141-13
DOC. ID. N:\CIVIL\8141-13\WORD\8141-13 FN 39.039 AC.docx

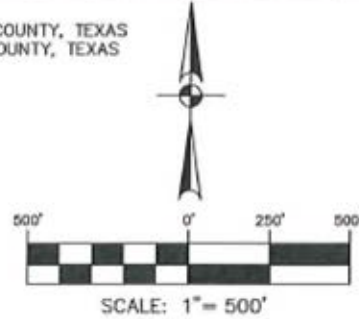


NOTES:

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 8141-13 BY PAPE-DAWSON ENGINEERS, INC.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

LEGEND:

- OPR OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- MPR MAP AND PLAT RECORDS OF HAYS COUNTY, TEXAS
- FD. FOUND
- I.R. 1/2" IRON ROD



SAMUEL PHARASS 1/4 LEAGUE NO. 14
ABSTRACT 360

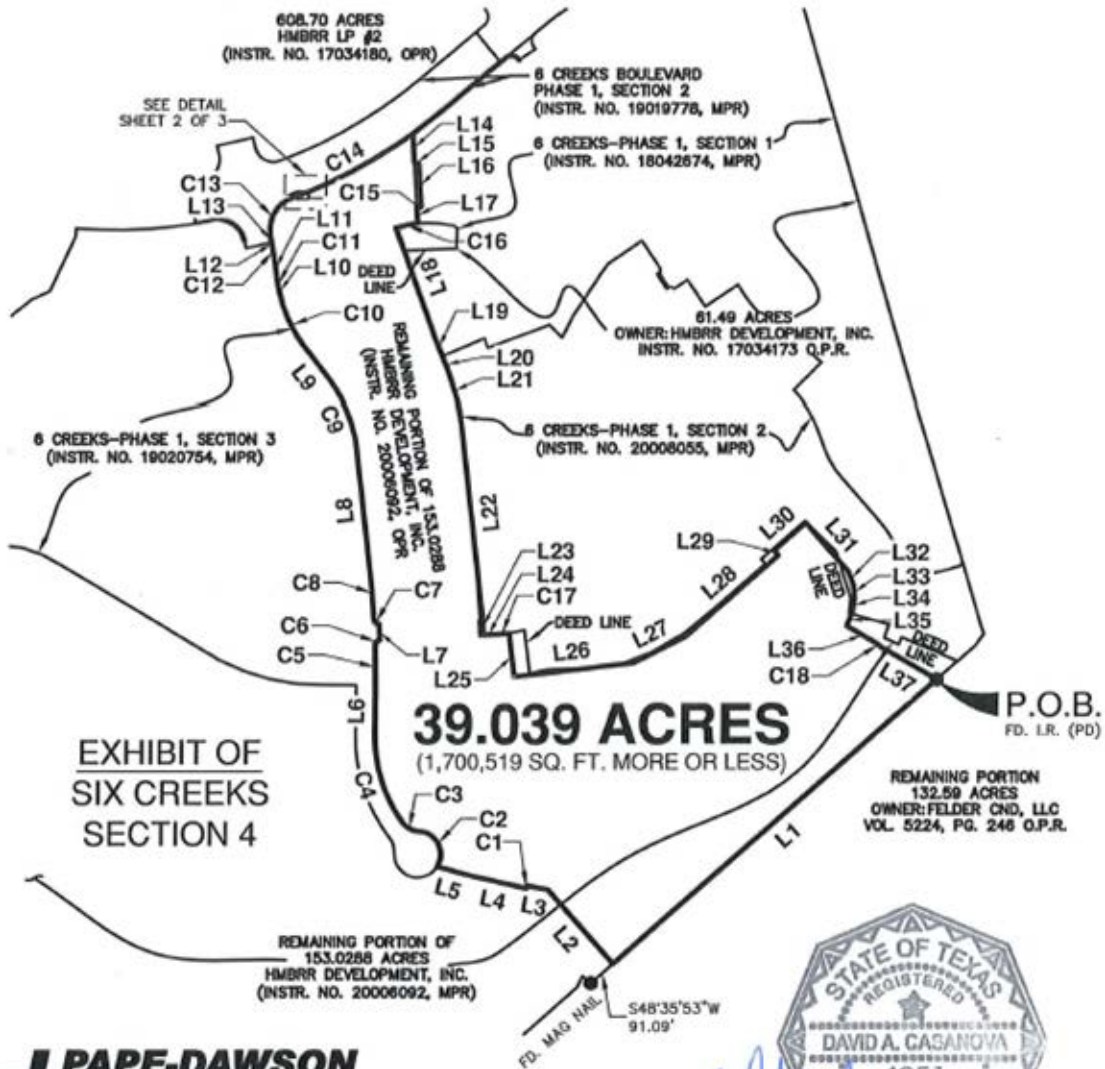


EXHIBIT OF
SIX CREEKS
SECTION 4

39.039 ACRES
(1,700,519 SQ. FT. MORE OR LESS)

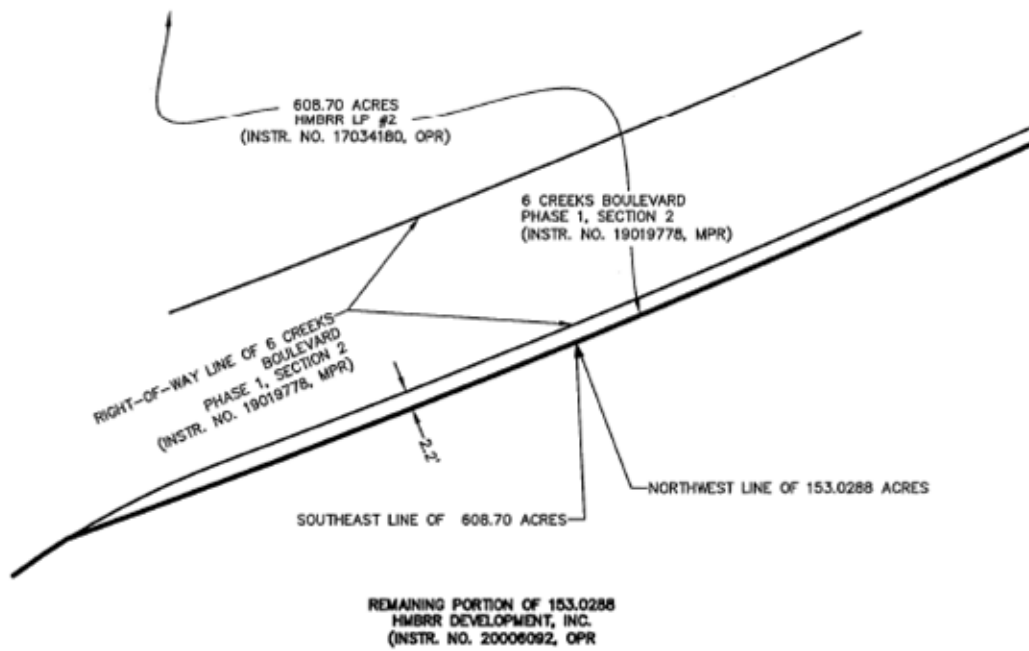
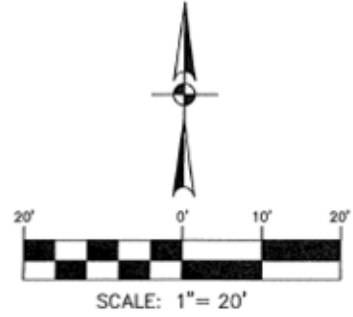
PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.0000
TSPS: PHS REGISTRATION #470 | TSPS: PHS REGISTRATION #1032880



JUNE 23, 2020

SHEET 1 OF 3
JOB No.: 8141-13



Date: MAY 23, 2020, 2:56pm User: B. C. Thomas
 File: \\SAS\1\841-13\1841-13_2020.dwg



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 TOPIC FIRM REGISTRATION #475 | TEP'S FIRM REGISTRATION #16020003

JUNE 23, 2020

SHEET 2 OF 3
 JOB No.: 8141-13

REFERENCE

LINE TABLE		
LINE	BEARING	LENGTH
L1	S48°35'53"W	1332.57'
L2	N41°24'07"W	306.70'
L3	N79°25'32"W	67.08'
L4	N77°19'14"W	183.38'
L5	N74°56'18"W	101.57'
L6	N00°28'54"E	137.29'
L7	N02°50'19"W	50.00'
L8	N06°41'24"W	364.55'
L9	N38°07'47"W	98.19'
L10	N13°17'25"W	10.24'
L11	N07°37'47"W	67.78'
L12	N13°18'02"W	8.58'
L13	N13°18'02"W	12.40'
L14	S03°23'28"E	87.69'

LINE TABLE		
LINE	BEARING	LENGTH
L15	S84°50'45"E	15.48'
L16	S03°13'26"E	133.36'
L17	S03°23'28"E	50.03'
L18	S19°59'52"E	365.06'
L19	S22°06'03"E	60.01'
L20	S22°04'53"E	56.05'
L21	S17°22'23"E	115.59'
L22	S06°41'24"E	649.99'
L23	S02°50'19"E	50.00'
L24	N87°09'41"E	35.21'
L25	S06°41'24"E	135.26'
L26	N83°18'36"E	373.56'
L27	N63°07'22"E	179.85'
L28	N48°35'53"E	380.33'

LINE TABLE		
LINE	BEARING	LENGTH
L29	N41°24'07"W	20.00'
L30	N48°35'53"E	130.00'
L31	S41°24'07"E	201.61'
L32	S21°09'38"E	46.64'
L33	S03°37'26"E	41.26'
L34	S09°11'38"W	43.95'
L35	S22°50'13"W	43.95'
L36	S60°20'29"E	115.00'
L37	S59°52'52"E	211.37'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	315.00'	1°30'26"	S11°55'33"W	8.29'	8.29'
C2	72.00'	120°03'15"	N27°55'19"W	124.74'	150.86'
C3	65.00'	52°43'35"	N61°35'10"W	57.73'	59.82'
C4	470.00'	35°42'17"	N17°22'14"W	288.17'	292.89'
C5	3030.00'	2°34'04"	N00°48'07"W	135.78'	135.79'
C6	15.00'	89°14'50"	N42°32'16"E	21.07'	23.36'
C7	15.00'	89°14'50"	N48°12'54"W	21.07'	23.36'
C8	3030.00'	3°05'56"	N05°08'26"W	163.86'	163.88'
C9	430.00'	31°26'23"	N22°24'36"W	233.00'	235.95'
C10	450.54'	26°42'29"	N26°43'15"W	208.12'	210.02'
C11	363.50'	5°39'38"	N10°27'36"W	35.90'	35.91'
C12	386.50'	5°40'15"	N10°27'55"W	38.24'	38.25'
C13	110.00'	71°21'18"	N22°22'37"E	128.31'	136.99'
C14	1560.00'	16°14'06"	N62°02'46"E	440.56'	442.03'
C15	400.00'	1°53'32"	S85°49'48"W	13.21'	13.21'
C16	350.00'	11°10'10"	S79°03'09"W	68.12'	68.23'
C17	1025.00'	2°33'53"	N85°52'45"E	45.88'	45.88'
C18	300.00'	0°27'37"	S29°53'20"W	2.41'	2.41'



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 TSPC FIRM REGISTRATION #470 | TSPS FIRM REGISTRATION #10028600

JUNE 23, 2020

SHEET 3 OF 3
 JOB No.: 8141-13

REFERENCE



METES AND BOUNDS DESCRIPTION
FOR
SIX CREEKS SECTION 5A AND 5B

A 38.378 acre, or 1,671,764 square feet more or less, tract of land out of that 153.0288 acre tract described in deed to HMBRR Development Inc., recorded under Document No. 20006092 of the Official Public Records of Hays County, Texas, out of the Samuel Pharass ¼ League No. 14, Abstract 360, Hays County, Texas. Said 38.378 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING: At a found mag nail at the southernmost corner of said 153.0288 acre tract of land;

THENCE: N 77°17'13" W, along and with the south line of said 153.0288 acre tract, a distance of 59.15 feet the POINT OF BEGINNING of the herein described tract;

THENCE: N 77°17'13" W, continuing with the south line of said 153.0288 acre tract, a distance of 540.79 feet to a fence post, at the southwest corner of said 153.0288 acre tract and on the east line of that 260.12 acre tract described in Volume 4459, Page 137 of said Official Public Records;

THENCE: Along and with the common line of said 153.0288 acre tract and said 260.12 acre tract, the following bearings and distances:

N 16°56'02" W, a distance of 270.22 feet to a found mag nail;

N 17°13'23" W, a distance of 159.03 feet to a point, from which a found ½" iron rod with cap marked "Kent" bears N 17°13'23" W, a distance of 1449.32 feet, at a west corner of said 153.0288 acre tract and the north corner of said 260.12 acre tract;

THENCE: Departing the east line of said 260.12 acre tract, over and across said 153.0288 acre tract, the following bearings and distances:

N 76°35'35" E, a distance of 185.82 feet to a point;

N 76°35'35" E, a distance of 197.59 feet to a point;

Page 1 of 5

TBPE Firm Registration #470 | TBPLS Firm Registration #10028800
San Antonio | Austin | Houston | Fort Worth | Dallas
Transportation | Water Resources | Land Development | Surveying | Environmental
2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com

N 33°06'54" E, a distance of 55.61 feet to a point;
N 10°30'44" E, a distance of 54.14 feet to a point;
N 14°01'02" W, a distance of 64.88 feet to a point;
N 37°06'44" W, a distance of 46.97 feet to a point;
N 67°36'50" W, a distance of 79.26 feet to a point;
N 89°33'24" W, a distance of 44.72 feet to a point;
N 61°41'53" W, a distance of 133.53 feet to a point;
N 49°28'21" W, a distance of 245.65 feet to a point;
N 14°35'21" W, a distance of 117.96 feet to a point;
N 00°00'39" E, a distance of 115.20 feet to a point;
N 05°41'47" E, a distance of 73.95 feet to a point;
N 58°46'10" E, a distance of 84.42 feet to a point;
N 82°08'41" E, a distance of 116.16 feet to a point;
S 70°36'49" E, a distance of 107.76 feet to a point;
S 27°25'27" E, a distance of 107.88 feet to a point;
S 59°39'17" W, a distance of 131.27 feet to a point;

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 60.00 feet, a central angle of 20°45'26", a chord bearing and distance of S 15°43'07" W, 21.62 feet, for an arc length of 21.74 feet to a point;

N 59°39'17" E, a distance of 129.28 feet to a point;
S 30°20'43" E, a distance of 115.97 feet to a point;
S 73°47'17" E, a distance of 172.14 feet to a point;



N 23°51'47" E, a distance of 50.57 feet to a point;

Northeasterly, along a non-tangent curve to the right, said curve having a radius of 330.00 feet, a central angle of 104°49'55", a chord bearing and distance of N 27°10'39" E, 523.02 feet, for an arc length of 603.79 feet to a point;

N 79°35'36" E, a distance of 412.52 feet to a point;

Northeasterly, along a tangent curve to the right, said curve having a radius of 530.00 feet, a central angle of 18°09'54", a chord bearing and distance of N 88°40'32" E, 167.33 feet, for an arc length of 168.03 feet to a point;

S 82°14'31" E, a distance of 180.34 feet to a point;

Northeasterly, along a tangent curve to the left, said curve having a radius of 270.00 feet, a central angle of 47°51'53", a chord bearing and distance of N 73°49'33" E, 219.06 feet, for an arc length of 225.56 feet to a point;

N 49°53'36" E, a distance of 13.75 feet to a point;

Northeasterly, along a tangent curve to the left, said curve having a radius of 63.50 feet, a central angle of 46°49'12", a chord bearing and distance of N 26°29'00" E, 50.46 feet, for an arc length of 51.89 feet to a point;

N 03°52'24" E, a distance of 1.92 feet to a point;

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 63.50 feet, a central angle of 41°56'35", a chord bearing and distance of N 16°17'54" W, 45.45 feet, for an arc length of 46.48 feet to a point;

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 65.24 feet, a central angle of 42°18'34", a chord bearing and distance of S 17°30'38" E, 47.09 feet, for an arc length of 48.17 feet to a point;

Southeasterly, along a non-tangent curve to the left, said curve having a radius of 72.00 feet, a central angle of 87°32'06", a chord bearing and distance of S 40°04'08" E, 99.61 feet, for an arc length of 110.00 feet to a point;



Southwesterly, along a compound curve to the left, said curve having a radius of 65.00 feet, a central angle of 46°16'12", a chord bearing and distance of S 73°01'43" W, 51.08 feet, for an arc length of 52.49 feet to a point;

S 49°53'36" W, a distance of 14.60 feet to a point;

Southwesterly, along a tangent curve to the right, said curve having a radius of 330.00 feet, a central angle of 03°58'38", a chord bearing and distance of S 51°52'55" W, 22.90 feet, for an arc length of 22.91 feet to a point;

S 36°07'46" E, a distance of 121.39 feet to a point;

S 58°21'56" W, a distance of 87.95 feet to a point;

S 62°05'51" W, a distance of 54.60 feet to a point;

S 21°38'04" E, a distance of 233.77 feet to a point;

S 48°29'18" W, a distance of 261.53 feet to a point;

N 41°30'42" W, a distance of 2.00 feet to a point;

S 48°29'18" W, a distance of 638.08 feet to a point;

S 48°29'18" W, a distance of 306.92 feet to a point;

S 70°18'17" W, a distance of 102.84 feet to a point;

S 22°55'26" W, a distance of 108.60 feet to a point;

Southeasterly, along a tangent curve to the left, said curve having a radius of 25.00 feet, a central angle of 109°28'18", a chord bearing and distance of S 31°48'43" E, 40.82 feet, for an arc length of 47.77 feet to a point;

S 03°27'08" W, a distance of 50.00 feet to a point;

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 300.00 feet, a central angle of 05°45'28", a chord bearing and distance of N 83°40'08" W, 30.14 feet, for an arc length of 30.15 feet to a point;



Southwesterly, along a reverse curve to the left, said curve having a radius of 25.00 feet, a central angle of 82°31'49", a chord bearing and distance of S 57°56'42" W, 32.98 feet, for an arc length of 36.01 feet to a point;

Southwesterly, along a compound curve to the left, said curve having a radius of 370.00 feet, a central angle of 08°59'50", a chord bearing and distance of S 12°10'52" W, 58.04 feet, for an arc length of 58.10 feet to a point;

S 07°40'57" W, a distance of 198.31 feet to a point;

THENCE:

Southeasterly, along a tangent curve to the left, said curve having a radius of 25.00 feet, a central angle of 84°58'10", a chord bearing and distance of S 34°48'08" E, 33.77 feet, for an arc length of 37.07 feet the POINT OF BEGINNING and containing 38.378 acres in Hays County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 8141-13 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: June 23, 2020
JOB NO. 8141-13
DOC. ID. N:\CIVIL\8141-13\WORD\8141-13_FN_38.378-AC.docx



LINE TABLE		
LINE	BEARING	LENGTH
L1	N77°17'13"W	540.79'
L2	N16°56'02"W	270.22'
L3	N17°13'23"W	159.03'
L4	N76°35'35"E	185.82'
L5	N76°35'35"E	197.59'
L6	N33°06'54"E	55.61'
L7	N10°30'44"E	54.14'
L8	N14°01'02"W	64.88'
L9	N37°06'44"W	46.97'
L10	N67°36'50"W	79.26'
L11	N89°33'24"W	44.72'
L12	N61°41'53"W	133.53'
L13	N49°28'21"W	245.65'
L14	N14°35'21"W	117.96'

LINE TABLE		
LINE	BEARING	LENGTH
L15	N00°00'39"E	115.20'
L16	N05°41'47"E	73.95'
L17	N58°46'10"E	84.42'
L18	N82°08'41"E	116.16'
L19	S70°36'49"E	107.76'
L20	S27°25'27"E	107.88'
L21	S59°39'17"W	131.27'
L22	N59°39'17"E	129.28'
L23	S30°20'43"E	115.97'
L24	S73°47'17"E	172.14'
L25	N23°51'47"E	50.57'
L26	N79°35'36"E	412.52'
L27	S82°14'31"E	180.34'
L28	N49°53'36"E	13.75'

LINE TABLE		
LINE	BEARING	LENGTH
L29	N03°52'24"E	1.92'
L30	S49°53'36"W	14.60'
L31	S36°07'46"E	121.39'
L32	S58°21'56"W	87.95'
L33	S62°05'51"W	54.60'
L34	S21°38'04"E	233.77'
L35	S48°29'18"W	261.53'
L36	N41°30'42"W	2.00'
L37	S48°29'18"W	638.08'
L38	S48°29'18"W	306.92'
L39	S70°18'17"W	102.84'
L40	S22°55'26"W	108.60'
L41	S03°27'08"W	50.00'
L42	S07°40'57"W	198.31'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	60.00'	20°45'26"	S15°43'07"W	21.62'	21.74'
C2	330.00'	104°49'55"	N27°10'39"E	523.02'	603.79'
C3	530.00'	18°09'54"	N88°40'32"E	167.33'	168.03'
C4	270.00'	47°51'53"	N73°49'33"E	219.06'	225.56'
C5	63.50'	46°49'12"	N26°29'00"E	50.46'	51.89'
C6	63.50'	41°56'35"	N16°17'54"W	45.45'	46.48'
C7	65.24'	42°18'34"	S17°30'38"E	47.09'	48.17'
C8	72.00'	87°32'06"	S40°04'08"E	99.61'	110.00'
C9	65.00'	46°16'12"	S73°01'43"W	51.08'	52.49'
C10	330.00'	3°58'38"	S51°52'55"W	22.90'	22.91'
C11	25.00'	108°28'18"	S31°48'43"E	40.82'	47.77'
C12	300.00'	5°45'28"	N83°40'08"W	30.14'	30.15'
C13	25.00'	82°31'49"	S57°56'42"W	32.98'	36.01'
C14	370.00'	8°59'50"	S12°10'52"W	58.04'	58.10'
C15	25.00'	84°58'10"	S34°48'08"E	33.77'	37.07'

EXHIBIT OF
SIX CREEKS
SECTION 5A AND 5B



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2009 HW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.3000
TYPE FIRM REGISTRATION #473 | TOLLS FIRM REGISTRATION #10000993

JUNE 23, 2020

SHEET 2 OF 2
JOB No.: 8141-13

REFERENCE

Date: Jun 23, 2020, 2:11pm, User: dr, C:\workbook
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EXHIBIT U-4 – IMPROVEMENT AREA #3 LEGAL DESCRIPTION



METES AND BOUNDS DESCRIPTION FOR SIX CREEKS SECTION 8A

A 25.702 acre, or 1,119,571 square feet more or less, tract of land out of the 50.575 acre tract described in instrument to Taylor Morrison of Texas, Inc. recorded in Document No. 21004493 in the Official Public Records of Hays County, Texas, in the Samuel Pharass ¼ League No. 14, Abstract 360 and the Caleb W. Baker Survey, Abstract 31, in the City of Kyle, Hays County, Texas. Said 25.702 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At a found ½" iron rod with a yellow cap marked "Pape-Dawson", at the east corner of said 50.575 acre tract;

THENCE: Along and with the southeast line of said 50.575 acre tract, the following bearings and distances:

S 24°12'47" W, a distance of 275.00 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 31°06'49" W, a distance of 77.06 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 40°21'04" W, a distance of 72.35 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 49°14'20" W, a distance of 72.37 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 56°05'28" W, a distance of 238.96 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Over and across said 50.575 acre tract, the following bearings and distances:

N 33°54'32" W, a distance of 129.55 feet to a point;

N 36°07'13" W, a distance of 50.00 feet to a point;

Southwesterly, along a non-tangent curve to the left, said curve having a radius of 650.00 feet, a central angle of 02°23'55", a chord bearing and distance of S 52°40'49" W, 27.21 feet, for an arc length of 27.21 feet to a point;

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N 43°40'06" W, a distance of 123.03 feet to a point;
N 70°45'00" W, a distance of 186.78 feet to a point;
N 81°46'51" W, a distance of 110.54 feet to a point;
N 78°09'15" W, a distance of 148.64 feet to a point;
N 66°32'09" W, a distance of 38.88 feet to a point;
N 54°34'21" W, a distance of 101.84 feet to a point;
S 39°59'04" W, a distance of 15.23 feet to a point;
N 49°40'29" W, a distance of 60.00 feet to a point on a northwest line of said 50.575 acre tract;

THENCE: Along and with said 50.575 acre tract, the following bearings and distances:

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 1220.00 feet, a central angle of 01°34'08", a chord bearing and distance of N 39°32'27" E, 33.41 feet, for an arc length of 33.41 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 61°39'11" W, a distance of 77.24 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 55°21'07" W, a distance of 89.24 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 42°51'27" W, a distance of 91.95 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 30°21'48" W, a distance of 91.95 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 17°52'08" W, a distance of 91.95 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 07°57'55" W, a distance of 92.51 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";



S 87°01'52" W, a distance of 131.01 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 69°58'02" W, a distance of 100.32 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 34°06'11" W, a distance of 83.77 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 19°22'02" W, a distance of 90.56 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 19°34'30" E, a distance of 32.81 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 79°46'04" E, a distance of 128.26 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, along a non-tangent curve to the right, said curve having a radius of 60.00 feet, a central angle of 14°28'39", a chord bearing and distance of N 17°28'15" E, 15.12 feet, for an arc length of 15.16 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 79°46'04" W, a distance of 127.70 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 19°34'30" E, a distance of 141.79 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", at the northwest corner of said 50.575 acre tract;

THENCE: Southeasterly, along and with a north line of said 50.575 acre tract, along a non-tangent curve to the right, said curve having a radius of 1184.66 feet, a central angle of 21°30'36", a chord bearing and distance of S 86°58'35" E, 442.14 feet, at an arc length of 58.30 feet passing an angle point of the 608.70 acre tract described in Document No. 17034180 in said Official Public Records, continuing along and with a north line of said 50.575 acre tract for a total arc length of 444.75 feet to a found iron rod with cap marked "Atwell", at an angle point of said 50.575 acre tract;

THENCE: N 14°04'37" E, along and with a west line of said 50.575 acre tract, a distance of 15.06 feet to a point on the proposed southwesterly right-of-way line of 6 Creeks Boulevard, Phase 1, Section 3, at an angle point of said 50.575 acre tract;



THENCE: Along and with the proposed southwest right-of-way line of said 6 Creeks Boulevard, Phase 1, Section 3 and the northeast line of said 50.575 acre tract, the following bearings and distances:

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 1351.24 feet, a central angle of 07°56'47", a chord bearing and distance of S 69°38'47" E, 187.25 feet, for an arc length of 187.40 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 65°45'20" E, a distance of 218.65 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 25.00 feet, a central angle of 89°56'56", a chord bearing and distance of S 20°45'41" E, 35.34 feet, for an arc length of 39.25 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 65°43'50" E, a distance of 60.01 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, along a non-tangent curve to the right, said curve having a radius of 25.00 feet, a central angle of 90°01'54", a chord bearing and distance of N 69°13'53" E, 35.37 feet, for an arc length of 39.29 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 65°45'20" E, a distance of 766.75 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the right, said curve having a radius of 25.00 feet, a central angle of 90°02'54", a chord bearing and distance of S 20°43'53" E, 35.37 feet, for an arc length of 39.30 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 65°45'51" E, a distance of 50.01 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Departing the proposed southwest right-of-way line of said 6 Creeks Boulevard, Phase 1, Section 3, along and with said 50.575 acre tract, the following bearings and distances:

S 24°12'47" W, a distance of 51.73 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";



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S 65°47'13" E, a distance of 130.00 feet to the POINT OF BEGINNING and containing 25.702 acres in the City of Kyle, Hays County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 8141-38 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: June 21, 2021
JOB NO. 8141-38
DOC. ID. N:\CIVIL\8141-38\WORD\8141-38 FN 25.702 ACRES.docx



METES AND BOUNDS DESCRIPTION
FOR
SIX CREEKS SECTION 8B

A 24.873 acre, or 1,083,474 square feet more or less, tract of land out of the 50.575 acre tract described in instrument to Taylor Morrison of Texas, Inc. recorded in Document No. 21004493 in the Official Public Records of Hays County, Texas, in the Samuel Pharass ½ League No. 14, Abstract 360, in the City of Kyle, Hays County, Texas. Said 24.873 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At a found ½" iron rod with a yellow cap marked "Pape-Dawson", at the south corner of said 50.575 acre tract, from which a found iron rod with cap marked "AST", at the west corner of in the 249.051 acre tract described in Document No. 20042658 in said Official Public Records bears S 77°33'31" W, a distance of 2652.74 feet;

THENCE: Along and with said 50.575 acre tract, the following bearings and distances:

N 24°53'30" W, a distance of 50.00 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 275.00 feet, a central angle of 20°31'31", a chord bearing and distance of N 54°50'44" E, 97.99 feet, for an arc length of 98.51 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 45°25'01" W, a distance of 183.15 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 41°06'29" E, a distance of 29.32 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 10°40'56" E, a distance of 32.38 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 79°19'04" W, a distance of 187.65 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 54°33'30" W, a distance of 145.69 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 41°54'40" W, a distance of 140.64 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 32°24'47" W, a distance of 72.16 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 2025.00 feet, a central angle of 00°50'13", a chord bearing and distance of S 59°34'36" W, 29.58 feet, for an arc length of 29.58 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 33°19'28" W, a distance of 50.09 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 1975.01 feet, a central angle of 00°02'33", a chord bearing and distance of N 60°03'29" E, 1.47 feet, for an arc length of 1.47 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 59°50'25" E, a distance of 13.55 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 33°19'28" W, a distance of 223.39 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 45°25'09" W, a distance of 71.59 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 33°19'28" W, a distance of 295.97 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 87°31'23" E, a distance of 154.99 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 60.00 feet, a central angle of 14°41'28", a chord bearing and distance of N 09°38'56" W, 15.34 feet, for an arc length of 15.38 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 87°31'23" W, a distance of 130.98 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";



N 37°10'16" W, a distance of 37.56 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 41°11'41" E, a distance of 123.39 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 53°26'21" E, a distance of 93.04 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 79°30'31" E, a distance of 108.50 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 84°08'01" E, a distance of 93.25 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 88°35'41" E, a distance of 91.96 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 75°59'18" E, a distance of 91.96 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 63°32'59" E, a distance of 91.95 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 51°03'07" E, a distance of 66.08 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 45°34'44" E, a distance of 243.77 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 1220.00 feet, a central angle of 00°50'27", a chord bearing and distance of N 40°44'45" E, 17.91 feet, for an arc length of 17.91 feet to a point;

THENCE: Over and across said 50.575 acre tract, the following bearings and distances:

S 49°40'29" E, a distance of 60.00 feet to a point;

N 39°59'04" E, a distance of 15.23 feet to a point;

S 54°34'21" E, a distance of 101.84 feet to a point;



S 66°32'09" E, a distance of 38.88 feet to a point;

S 78°09'15" E, a distance of 148.64 feet to a point;

S 81°46'51" E, a distance of 110.54 feet to a point;

S 70°45'00" E, a distance of 186.78 feet to a point;

S 43°40'06" E, a distance of 123.03 feet to a point;

Northeasterly, along a non-tangent curve to the right, said curve having a radius of 650.00 feet, a central angle of 02°23'55", a chord bearing and distance of N 52°40'49" E, 27.21 feet, for an arc length of 27.21 feet to a point;

S 36°07'13" E, a distance of 50.00 feet to a point;

S 33°54'32" E, a distance of 129.55 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", at an angle point of said 50.575 acre tract;

THENCE: Along and with said 50.575 acre tract, the following bearings and distances:

S 53°05'23" W, a distance of 50.59 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 40°32'51" W, a distance of 226.80 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 49°27'09" W, a distance of 130.00 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 40°32'51" W, a distance of 15.00 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 49°27'09" E, a distance of 130.00 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 40°32'51" W, a distance of 145.55 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 69°26'18" W, a distance of 225.98 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";



S 02°35'56" E, a distance of 77.36 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 28°55'21" W, a distance of 75.29 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 38°02'33" W, a distance of 74.34 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 51°57'27" W, a distance of 138.07 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 325.00 feet, a central angle of 27°03'57", a chord bearing and distance of S 51°34'31" W, 152.10 feet, for an arc length of 153.53 feet to the POINT OF BEGINNING and containing 24.873 acres in the City of Kyle, Hays County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 8141-38 by Pape-Dawson Engineers, Inc.

"THIS DOCUMENT WAS PREPARED UNDER 22TAC663.21, 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."

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: June 21, 2021
JOB NO. 8141-38
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METES AND BOUNDS DESCRIPTION
FOR
SIX CREEKS SECTION 9

A 33.298 acre, or 1,450,463 square feet more or less, tract of land out of the 249.051 acre tract described in Instrument to HM 6 Creeks Development, Inc. recorded in Document No. 20042658 in the Official Public Records of Hays County, Texas, in the Samuel Pharass ¼ League No. 14, Abstract 360, in the City of Kyle, Hays County, Texas. Said 33.298 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING: At a found iron rod with cap marked "AST", at the west corner of said 249.051 acre tract, from which a found iron rod with cap marked "AST", at an angle corner of said 249.051 acre tract bears southeasterly, along a non-tangent curve to the right, said curve having a radius of 1025.00 feet, a central angle of 05°13'02", a chord bearing and distance of S 56°13'28" E, 93.30 feet, for an arc length of 93.33 feet;

THENCE: N 67°03'30" E, over and across said 249.051 acre tract, a distance of 548.47 feet to the POINT OF BEGINNING of the herein described tract;

THENCE: Continuing over and across said 249.051 acre tract, the following bearings and distances:

N 39°02'18" E, a distance of 125.27 feet to a point;

N 43°52'10" E, a distance of 283.11 feet to a point;

N 65°40'28" E, a distance of 152.21 feet to a point;

S 80°00'04" E, a distance of 202.33 feet to a point;

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 500.53 feet, a central angle of 09°52'43", a chord bearing and distance of S 82°41'56" E, 86.19 feet, for an arc length of 86.30 feet to a point;

N 30°57'29" E, a distance of 156.59 feet to a point;

N 34°36'32" E, a distance of 235.22 feet to a point;

N 44°42'14" E, a distance of 300.95 feet to a point;

N 87°00'05" E, a distance of 63.87 feet to a point;

S 57°58'12" E, a distance of 122.69 feet to a point;

Southwesterly, along a non-tangent curve to the left, said curve having a radius of 1025.00 feet, a central angle of 03°24'47", a chord bearing and distance of S 50°47'10" W, 61.05 feet, for an arc length of 61.06 feet to a point;

S 40°55'13" E, a distance of 50.00 feet to a point;

S 47°25'19" E, a distance of 329.24 feet to a point;

S 32°06'48" E, a distance of 333.20 feet to a point;

S 13°53'06" E, a distance of 116.94 feet to a point;

S 00°48'32" E, a distance of 117.67 feet to a point;

S 12°49'43" W, a distance of 126.62 feet to a point;

S 31°15'41" W, a distance of 220.00 feet to a point;

S 58°44'19" E, a distance of 10.00 feet to a point;

S 31°15'41" W, a distance of 50.00 feet to a point;

N 58°44'19" W, a distance of 194.68 feet to a point;

Northwesterly, along a tangent curve to the right, said curve having a radius of 350.00 feet, a central angle of 30°23'16", a chord bearing and distance of N 43°32'41" W, 183.46 feet, for an arc length of 185.63 feet to a point;

S 42°29'30" W, a distance of 469.22 feet to a point;

S 48°31'13" W, a distance of 153.83 feet to a point;

S 28°14'14" W, a distance of 194.56 feet to a point;

S 75°16'28" W, a distance of 112.91 feet to a point;

N 61°56'13" W, a distance of 141.99 feet to a point;

N 48°28'26" W, a distance of 177.39 feet to a point;



N 20°48'47" W, a distance of 86.12 feet to a point;

N 08°16'30" E, a distance of 342.14 feet to a point;

N 48°45'01" W, a distance of 60.00 feet to a point;

N 41°14'59" E, a distance of 135.00 feet to a point;

N 41°38'12" W, a distance of 14.47 feet to a point;

S 49°33'40" W, a distance of 220.06 feet to a point;

N 77°40'15" W, a distance of 168.53 feet to a point;

N 36°39'55" W, a distance of 173.66 feet to the POINT OF BEGINNING and containing 33.298 acres in the City of Kyle, Hays County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 8141-38 by Pape-Dawson Engineers, Inc.

"THIS DOCUMENT WAS PREPARED UNDER 22TAC663.21, 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."

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: June 21, 2021
JOB NO. 8141-38
DOC. ID. N:\CIVIL\8141-38\WORD\8141-38 FN 33.298 AC.docx



METES AND BOUNDS DESCRIPTION
FOR
SIX CREEKS SECTION 10

A 27.797 acre, or 1,210,821 square feet more or less, tract of land out of the 249.051 acre tract described in instrument to HM 6 Creeks Development, Inc. recorded in Document No. 20042658 in the Official Public Records of Hays County, Texas, in the Samuel Pharrass ¼ League No. 14, Abstract 360, in the City of Kyle, Hays County, Texas. Said 27.797 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING: At a found iron rod with cap marked "AST", at the west corner of said 249.051 acre tract, from which a found iron rod with cap marked "AST", at an angle corner of said 249.051 acre tract bears southeasterly, along a non-tangent curve to the right, said curve having a radius of 1025.00 feet, a central angle of 05°13'02", a chord bearing and distance of S 56°13'28" E, 93.30 feet, for an arc length of 93.33 feet;

THENCE: N 52°20'17" E, over and across said 249.051 acre tract, a distance of 2002.54 feet to the POINT OF BEGINNING of the herein described tract;

THENCE: Continuing over and across said 249.051 acre tract, the following bearings and distances:

N 03°08'46" W, a distance of 101.69 feet to a point;

N 31°53'50" E, a distance of 50.53 feet to a point;

N 63°51'16" E, a distance of 69.27 feet to a point;

N 83°18'06" E, a distance of 187.15 feet to a point;

S 49°43'13" E, a distance of 103.45 feet to a point;

THENCE: S 33°19'28" E, at a distance of 222.55 feet passing a found ½" iron rod with a yellow cap marked "Pape-Dawson", at an angle point of the 50.575 acre tract described in Document No. 21004493 in said Official Public Records, continuing along and with said 50.575 acre tract, a total distance of 272.64 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", at an angle point of said 50.575 acre tract;

THENCE: Along and with said 50.575 acre tract, the following bearings and distances:

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 2025.00 feet, a central angle of 00°50'13", a chord bearing and distance of N 59°34'36" E, 29.58 feet, for an arc length of 29.58 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 32°24'47" E, a distance of 72.16 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 41°54'40" E, a distance of 140.64 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 54°33'30" E, a distance of 145.69 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 79°19'04" E, a distance of 187.65 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 10°40'56" W, a distance of 32.38 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 41°06'29" W, a distance of 29.32 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 45°25'01" E, a distance of 183.15 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 275.00 feet, a central angle of 20°31'31", a chord bearing and distance of S 54°50'44" W, 97.99 feet, for an arc length of 98.51 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 24°53'30" E, at a distance of 50.00 feet passing a found ½" iron rod with a yellow cap marked "Pape-Dawson", at the south corner of said 50.575 acre tract, continuing over and across said 249.051 acre tract, a total distance of 245.30 feet to a point;

THENCE: Over and across said 249.051 acre tract, the following bearings and distances:

S 03°48'06" E, a distance of 111.96 feet to a point;

S 03°13'40" W, a distance of 95.64 feet to a point;

S 10°15'26" W, a distance of 95.64 feet to a point;

S 17°17'12" W, a distance of 95.64 feet to a point;



S 23°28'46" W, a distance of 95.73 feet to a point;

S 31°15'41" W, a distance of 432.60 feet to a point;

S 35°01'10" W, a distance of 94.49 feet to a point;

S 60°08'28" W, a distance of 252.29 feet to a point;

S 35°49'10" W, a distance of 188.25 feet to a point;

S 12°30'20" W, a distance of 140.22 feet to a point;

S 27°47'17" W, a distance of 98.07 feet to a point;

N 58°27'23" W, a distance of 149.79 feet to a point;

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 325.00 feet, a central angle of 02°38'54", a chord bearing and distance of S 34°31'47" W, 15.02 feet, for an arc length of 15.02 feet to a point;

S 58°27'23" E, a distance of 156.91 feet to a point;

S 07°24'46" E, a distance of 52.79 feet to a point;

S 31°32'37" W, a distance of 115.68 feet to a point;

S 55°23'59" W, a distance of 85.58 feet to a point;

S 58°32'28" W, a distance of 147.27 feet to a point;

N 62°31'50" W, a distance of 103.37 feet to a point;

N 08°53'04" W, a distance of 255.68 feet to a point;

N 13°21'04" W, a distance of 55.56 feet to a point;

N 33°50'18" E, a distance of 150.81 feet to a point;

N 25°23'23" E, a distance of 83.89 feet to a point;

N 21°01'24" E, a distance of 151.72 feet to a point;

N 22°39'54" E, a distance of 88.42 feet to a point;



N 32°56'54" E, a distance of 80.24 feet to a point;

N 36°03'20" E, a distance of 297.50 feet to a point;

N 78°00'43" E, a distance of 85.88 feet to a point;

N 31°15'41" E, a distance of 80.00 feet to a point;

S 58°44'19" E, a distance of 10.00 feet to a point;

N 31°15'41" E, a distance of 50.00 feet to a point;

N 58°44'19" W, a distance of 10.00 feet to a point;

N 31°15'41" E, a distance of 220.00 feet to a point;

N 12°49'43" E, a distance of 126.62 feet to a point;

N 00°48'32" W, a distance of 117.67 feet to a point;

N 13°53'06" W, a distance of 116.94 feet to a point;

N 32°06'48" W, a distance of 333.20 feet to a point;

N 47°25'19" W, a distance of 329.24 feet to a point;

N 40°55'13" W, a distance of 50.00 feet to a point;

Northeasterly, along a non-tangent curve to the right, said curve having a radius of 1025.00 feet, a central angle of 08°02'52", a chord bearing and distance of N 53°06'13" E, 143.85 feet, for an arc length of 143.97 feet to a point;

Northeasterly, along a reverse curve to the left, said curve having a radius of 15.00 feet, a central angle of 93°00'50", a chord bearing and distance of N 10°37'14" E, 21.76 feet, for an arc length of 24.35 feet to a point;

N 35°53'11" W, a distance of 71.56 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 57°46'09", a chord bearing and distance of N 64°46'15" W, 14.49 feet, for an arc length of 15.12 feet to a point;



Northwesterly, along a reverse curve to the right, said curve having a radius of 60.00 feet, a central angle of 94°50'13", a chord bearing and distance of N 46°14'13" W, 88.36 feet, for an arc length of 99.31 feet to a point;

N 84°01'18" W, a distance of 165.81 feet to the POINT OF BEGINNING and containing 27.797 acres in the City of Kyle, Hays County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 8141-38 by Pape-Dawson Engineers, Inc.

"THIS DOCUMENT WAS PREPARED UNDER 22TAC663.21, 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."

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: June 21, 2021
JOB NO. 8141-38
DOC. ID. N:\CIVIL\8141-38\WORD\8141-38 FN 27.797 AC.docx



EXHIBIT U-5 – IMPROVEMENT AREA #4 LEGAL DESCRIPTION

Improvement Area #4 consists of Section 6A, Section 7, Section 12 and Section 13 as described below

EXHIBIT U-6 – SECTION 6A LEGAL DESCRIPTION



METES AND BOUNDS DESCRIPTION FOR SIX CREEKS SECTION 6A PID

A 22.253 acre, or 969,339 square feet more or less, tract of land out of the 153.0288 acre tract described in Document No. 20006092 in the Official Public Records of Hays County, Texas, in the Samuel Pharass $\frac{1}{4}$ League No. 14, Abstract 360, Hays County, Texas. Said 22.253 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At a found mag nail with washer marked "Pape-Dawson" on the west right-of-way line of Rio Blanco Way, a 60-foot public right-of-way dedicated in Clerk File No. 19020754 in the Plat Records of Hays County, Texas, at the southeast corner of Lot 50, Block G, 6 Creeks – Phase 1, Section 3 recorded in Clerk File No. 19020754 in said Plat Records;

THENCE: Along and with the west right-of-way line of said Rio Blanco Way, the following bearings and distances:

S 00°28'22" W, a distance of 149.14 feet to a point;

Southeasterly, along a non-tangent curve to the left, said curve having a radius of 530.00 feet, a central angle of 10°19'05", a chord bearing and distance of S 04°40'38" E, 95.32 feet, for an arc length of 95.45 feet to a point, at the northeast corner of Lot 52, Block G, 6 Creeks – Phase 1, Section 5A recorded in Clerk File No. 21014391 in said Plat Records;

THENCE: Departing the west right-of-way line of said Rio Blanco Way, along and with the north line of said Lot 52, the following bearings and distances:

Northwesterly, along a curve to the left, said curve having a radius of 15.00 feet, a central angle of 85°47'28", a chord bearing and distance of N 52°43'55" W, 20.42 feet, for an arc length of 22.46 feet to a point;

S 84°22'21" W, a distance of 54.65 feet to a point;

Southwesterly, along a tangent curve to the right, said curve having a radius of 325.00 feet, a central angle of 08°04'11", a chord bearing and distance of S 88°24'27" W, 45.74 feet, for an arc length of 45.77 feet to a point;

S 02°10'38" W, a distance of 124.88 feet to a point;

N 80°15'00" W, a distance of 237.59 feet to a point;

N 72°53'56" W, a distance of 190.04 feet to a point;

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Southwesterly, along a non-tangent curve to the right, said curve having a radius of 225.00 feet, a central angle of 35°24'10", a chord bearing and distance of S 56°36'06" W, 136.83 feet, for an arc length of 139.03 feet to a point;

S 74°18'11" W, a distance of 116.67 feet to a point;

Southwesterly, along a tangent curve to the right, said curve having a radius of 525.00 feet, a central angle of 22°38'16", a chord bearing and distance of S 85°37'19" W, 206.08 feet, for an arc length of 207.43 feet to a point;

N 83°03'33" W, a distance of 343.32 feet to a point;

Southwesterly, along a tangent curve to the left, said curve having a radius of 175.00 feet, a central angle of 17°04'37", a chord bearing and distance of S 88°24'08" W, 51.97 feet, for an arc length of 52.16 feet to a point;

S 79°51'50" W, a distance of 90.21 feet to a point;

Northwesterly, along a tangent curve to the right, said curve having a radius of 125.00 feet, a central angle of 58°41'10", a chord bearing and distance of N 70°47'36" W, 122.51 feet, for an arc length of 128.03 feet to a point;

S 57°13'32" W, a distance of 125.35 feet to a point;

N 38°27'18" W, a distance of 65.75 feet to a point;

THENCE: Departing the north line of said Lot 52, over and across said 153.0288 acre tract, the following bearings and distances:

N 02°41'04" W, a distance of 116.14 feet to a point;

N 11°49'01" E, a distance of 85.93 feet to a point;

N 20°26'31" E, a distance of 234.89 feet to a point;

N 34°42'53" E, a distance of 169.72 feet to a point;

N 81°47'13" E, a distance of 13.72 feet to a point;

N 06°38'55" E, a distance of 94.89 feet to a point;

N 28°50'51" W, a distance of 134.85 feet to a point;

THENCE: N 40°08'34" E, a distance of 2.96 feet to the southwest corner of Lot 29, of said Block G of said 6 Creeks-Phase 1, Section 3;



THENCE: Along and with the south line of said Block G of said 6 Creeks-Phase 1, Section 3, the following bearings and distances:

S 89°38'05" E, a distance of 453.82 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 83°27'43" E, a distance of 63.44 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 71°07'00" E, a distance of 63.44 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 60°29'27" E, a distance of 66.99 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 59°14'33" E, a distance of 575.03 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 66°01'03" E, a distance of 84.03 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 72°53'56" E, a distance of 83.98 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 80°15'00" E, a distance of 83.98 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 87°36'04" E, a distance of 83.98 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 89°44'49" E, a distance of 100.61 feet to the POINT OF BEGINNING and containing 22.253 acres in Hays County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 8141-52 by Pape-Dawson Engineers, Inc.

"THIS DOCUMENT WAS PREPARED UNDER 22TAC663.21, 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."

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 31, 2022
JOB NO. 8151-52
DOC. ID. N:\CIVIL\8141-52\WORD\8141-52 EX 22.253 AC.docx



EXHIBIT U-7 – SECTION 7 LEGAL DESCRIPTION



METES AND BOUNDS DESCRIPTION FOR SIX CREEKS SECTION 7 PID

A 17.756 acre, more or less, tract of land out of the 153.0288 acre tract described in Document No. 20006092 in the Official Public Records of Hays County, Texas, in the Samuel Pharass $\frac{1}{4}$ League No. 14, Abstract 360, Hays County, Texas. Said 17.756 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At a found $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson" on the south right-of-way line of Cold River Run, a 60-foot public right-of-way dedicated in Clerk File No. 19019778 in the Plat Records of Hays County, Texas, at the northeast corner of Lot 39, Block E, 6 Creeks-Phase 1, Section 5A recorded in Clerk File No. 21014391 in said Plat Records;

THENCE: Along and with the south right-of-way line of said Cold River Run, the following bearings and distances:

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 330.00 feet, a central angle of $03^{\circ}58'38''$, a chord bearing and distance of $N 51^{\circ}52'55'' E, 22.90$ feet, for an arc length of 22.91 feet to a found $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$N 49^{\circ}53'36'' E$, a distance of 14.60 feet to a found $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, along a tangent curve to the right, said curve having a radius of 65.00 feet, a central angle of $46^{\circ}16'12''$, a chord bearing and distance of $N 73^{\circ}01'43'' E, 51.08$ feet, for an arc length of 52.49 feet to a found $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson" on the south right-of-way line of Rio Blanco Way, a 60-foot public right-of-way dedicated in Clerk File No. 19020754 in said Plat Records;

THENCE: Northeasterly, along and with the south right-of-way line of said Rio Blanco Way, along a reverse curve to the left, said curve having a radius of 72.00 feet, a central angle of $64^{\circ}12'39''$, a chord bearing and distance of $N 64^{\circ}03'29'' E, 76.53$ feet, for an arc length of 80.69 feet to a point, at the southwest corner of Lot 41, Block E, 6 Creeks Phase 1, Section 4B recorded in Clerk File No. 21049387 in said Plat Records;

THENCE: Departing the south right-of-way line of said Rio Blanco Way, along and with said 6 Creeks Phase 1, Section 4B, the following bearings and distances:

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S 74°50'05" E, a distance of 101.51 feet to a point;

S 77°19'14" E, a distance of 183.38 feet to a point;

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 315.00 feet, a central angle of 01°30'26", a chord bearing and distance of N 11°55'33" E, 8.29 feet, for an arc length of 8.29 feet to a point;

S 79°25'32" E, a distance of 66.67 feet to a point;

S 41°26'59" E, a distance of 307.03 feet to a point on a southeast line of said 153.0288 acre tract and the northwest line of Lot 13, Block E, Cypress Forest Phase 3, Section A recorded in Clerk File No. 19001176 in said Plat Records, at the southwest corner of Lot 11, Block D of said 6 Creeks Phase 1, Section 4B;

THENCE: S 48°35'53" W, along and with a southeast line of said 153.0288 acre tract and the northwest line of said Lot 13, a distance of 91.09 feet to a found mag nail, at an angle point of said 153.0288 acre tract, the west corner of said Lot 13, the north corner of Lot 5 and an angle point of Lot 4 both of said Block E of said Cypress Forest Phase 3, Section A;

THENCE: Along and with the common line of said 153.0288 acre tract and said Lot 4, the following bearings and distances:

N 49°37'46" W, a distance of 34.21 feet to a found mag nail;

S 25°44'10" W, a distance of 39.08 feet to a found iron rod with cap marked "Delta";

THENCE: S 48°29'18" W, along and with a southeast line of said 153.0288 acre tract, the northwest line of said Cypress Forest Phase 3, Section A, the northwest line of Cypress Forest Phase 2 recorded in Clerk File No. 18008955 in said Plat Records, the northwest line of Cypress Forest Phase 3B recorded in Clerk File No. 21033082 in said Plat Records and the northwest line of Cypress Forest Phase 4B recorded in Clerk File No. 21033095 in said Plat Records, a distance of 2127.82 feet to a found mag nail, at the southernmost corner of said 153.0288 acre tract;

THENCE: N 77°17'13" W, along and with the south line of said 153.0288 acre tract, a distance of 59.15 feet to a point;

THENCE: Over and across said 153.0288 acre tract, the following bearings and distances:



Northwesterly, along a tangent curve to the right, said curve having a radius of 25.00 feet, a central angle of $84^{\circ}58'10''$, a chord bearing and distance of $N 34^{\circ}48'08'' W$, 33.77 feet, for an arc length of 37.07 feet to a point;

$N 07^{\circ}40'57'' E$, a distance of 198.31 feet to a point;

Northeasterly, along a tangent curve to the right, said curve having a radius of 370.00 feet, a central angle of $08^{\circ}59'50''$, a chord bearing and distance of $N 12^{\circ}10'52'' E$, 58.04 feet, for an arc length of 58.10 feet to a point;

Northeasterly, along a compound curve to the right, said curve having a radius of 25.00 feet, a central angle of $82^{\circ}31'49''$, a chord bearing and distance of $N 57^{\circ}56'42'' E$, 32.98 feet, for an arc length of 36.01 feet to a point;

Southeasterly, along a reverse curve to the left, said curve having a radius of 300.00 feet, a central angle of $05^{\circ}45'28''$, a chord bearing and distance of $S 83^{\circ}40'08'' E$, 30.14 feet, for an arc length of 30.15 feet to a point;

$N 03^{\circ}27'08'' E$, a distance of 50.00 feet to a point;

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 25.00 feet, a central angle of $109^{\circ}28'18''$, a chord bearing and distance of $N 31^{\circ}48'43'' W$, 40.82 feet, for an arc length of 47.77 feet to a point;

$N 22^{\circ}55'26'' E$, a distance of 108.60 feet to a point;

$N 70^{\circ}18'17'' E$, a distance of 102.84 feet to a point;

$N 48^{\circ}29'18'' E$, a distance of 945.00 feet to a point;

$S 41^{\circ}30'42'' E$, a distance of 2.00 feet to a point;

$N 48^{\circ}29'18'' E$, a distance of 261.53 feet to a point;

$N 21^{\circ}38'04'' W$, a distance of 233.77 feet to a found $\frac{1}{2}''$ iron rod with a yellow cap marked "Pape-Dawson", at the southeast corner of Lot 37 and the southwest corner of Lot 38, both of said Block E of said 6 Creeks-Phase 1, Section 5A;

THENCE: Along and with said 6 Creeks-Phase 1, Section 5A, the following bearings and distances:



N 62°05'51" E, a distance of 54.60 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 58°21'56" E, a distance of 87.95 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 36°07'46" W, a distance of 121.39 feet to the POINT OF BEGINNING and containing 17.756 acres in Hays County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 8141-52 by Pape-Dawson Engineers, Inc.

"THIS DOCUMENT WAS PREPARED UNDER 22TAC663.21, 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."

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 12, 2022 (Revised: May 31, 2022)
JOB NO. 8151-52
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EXHIBIT U-8 – SECTION 12 LEGAL DESCRIPTION



METES AND BOUNDS DESCRIPTION FOR SIX CREEKS SECTION 12 PID

A 19.168 acre, or 834,937 square feet more or less, tract of land out of the 249.051 acre tract described in instrument to HM 6 Creeks Development, Inc. recorded in Document No. 20042658 in the Official Public Records of Hays County, Texas, in the Samuel Pharass ¼ League No. 14, Abstract 360, partially in the City of Kyle, Hays County, Texas. Said 19.168 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At a found iron rod with cap marked "AST" on the north right-of-way line of Six Creeks Boulevard, a 120-foot public right-of-way dedicated in Clerk File No. 19019778 in the Plat Records of Hays County, Texas, at the southwest corner of the 5.964 acre tract described in Document No. 21068715 in said Official Public Records;

THENCE: Along and with the north right-of-way line of said Six Creeks Boulevard, the following bearings and distances:

S 13°18'02" E, a distance of 26.84 feet to a point;

Southwesterly, along a tangent curve to the right, said curve having a radius of 72.00 feet, a central angle of 92°58'50", a chord bearing and distance of S 33°11'23" W, 104.44 feet, for an arc length of 116.84 feet to a point;

Southwesterly, along a compound curve to the right, said curve having a radius of 1440.00 feet, a central angle of 01°21'27", a chord bearing and distance of S 80°21'31" W, 34.11 feet, for an arc length of 34.11 feet to a point;

S 08°51'19" E, a distance of 5.88 feet to a point on the north right-of-way line of Six Creeks Boulevard, a variable width public right-of-way dedicated in Clerk File No. 21038005 in said Plat Records;

THENCE: Along and with the north right-of-way line of said Six Creek Boulevard (21038005), the following bearings and distances:

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 1445.99 feet, a central angle of 22°04'10", a chord bearing and distance of N 87°57'12" W, 553.53 feet, for an arc length of 556.97 feet to a point;

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 1261.43 feet, a central angle of 09°04'04", a chord bearing and distance of N 72°31'39" W, 199.43 feet, for an arc length of 199.63 feet to a point;

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THENCE: Departing the north right-of-way line of said Six Creeks Boulevard (21038005), over and across said 249.051 acre tract, the following bearings and distances:

N 10°30'34" E, a distance of 61.44 feet to a point;

N 08°42'03" E, a distance of 178.44 feet to a point;

N 43°09'26" E, a distance of 55.88 feet to a point;

S 73°21'26" E, a distance of 135.12 feet to a point;

N 16°38'34" E, a distance of 15.00 feet to a point;

N 73°21'26" W, a distance of 135.12 feet to a point;

N 16°26'46" E, a distance of 84.62 feet to a point;

N 00°44'57" E, a distance of 44.61 feet to a point;

N 27°38'02" W, a distance of 184.86 feet to a point;

N 11°45'06" W, a distance of 100.80 feet to a point;

N 04°01'02" W, a distance of 56.88 feet to a point;

N 89°51'00" E, a distance of 111.78 feet to a point;

Northeasterly, along a non-tangent curve to the right, said curve having a radius of 350.00 feet, a central angle of 02°27'23", a chord bearing and distance of N 01°04'42" E, 15.00 feet, for an arc length of 15.00 feet to a point;

S 89°51'00" W, a distance of 111.39 feet to a point;

N 06°02'18" E, a distance of 65.88 feet to a point;

N 13°46'22" E, a distance of 62.19 feet to a point;

N 21°30'26" E, a distance of 66.10 feet to a point;

N 28°29'13" E, a distance of 71.05 feet to a point;

N 39°48'13" E, a distance of 125.67 feet to a point;

N 54°40'34" E, a distance of 195.15 feet to a point;



N 71°10'42" E, a distance of 72.45 feet to a point;

S 76°01'26" E, a distance of 135.43 feet to a point;

S 41°18'06" W, a distance of 126.42 feet to a point;

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 55.00 feet, a central angle of 16°44'26", a chord bearing and distance of S 50°58'25" E, 16.01 feet, for an arc length of 16.07 feet to a point;

N 41°18'06" E, a distance of 146.07 feet to a point;

S 56°15'02" E, a distance of 84.11 feet to a point on the west line of said 5.964 acre tract;

THENCE: Along and with the west line of said 5.964 acre tract, the following bearings and distances:

Southeasterly, along a non-tangent curve to the left, said curve having a radius of 1740.00 feet, a central angle of 11°26'48", a chord bearing and distance of S 07°34'38" E, 347.04 feet, for an arc length of 347.62 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 13°18'02" E, a distance of 213.02 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Departing the west line of said 5.964 acre tract, over and across said 249.051 acre tract, the following bearings and distances:

Southwesterly, along a tangent curve to the right, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 31°41'58" W, 21.21 feet, for an arc length of 23.56 feet to a point;

S 13°18'02" E, a distance of 50.00 feet to a point;

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 58°18'02" E, 21.21 feet, for an arc length of 23.56 feet to a point on the west line of said 5.964 acre tract;

THENCE: Along and with said 5.964 acre tract, the following bearings and distances:

S 13°18'02" E, a distance of 293.81 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";



Southeasterly, along a tangent curve to the right, said curve having a radius of 250.00 feet, a central angle of 10°32'17", a chord bearing and distance of S 08°01'54" E, 45.92 feet, for an arc length of 45.98 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 02°45'46" E, a distance of 49.39 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the left, said curve having a radius of 250.00 feet, a central angle of 10°32'17", a chord bearing and distance of S 08°01'54" E, 45.92 feet, for an arc length of 45.98 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

S 13°53'54" E, a distance of 59.16 feet to the POINT OF BEGINNING and containing 19.168 acres partially in the City of Kyle, Hays County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 8141-52 by Pape-Dawson Engineers, Inc.

"THIS DOCUMENT WAS PREPARED UNDER 22TAC663.21, 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."

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: December 1, 2022
JOB NO. 8141-52
DOC. ID. N:\CIVIL\8141-52\WORD\8141-52 FN 19.168 AC.docx



EXHIBIT U-9 – SECTION 13 LEGAL DESCRIPTION



METES AND BOUNDS DESCRIPTION FOR SIX CREEKS SECTION 13A PID

A 15.103 acre, or 657,896 square feet more or less, tract of land comprised of a portion of the 93.991 acre tract described in instrument to Pulte Homes of Texas, L.P. recorded in Document No. 21068918 in the Official Public Records of Hays County, Texas, the 5.964 acre tract described in instrument to HM 6 Creeks Development, Inc. recorded in Document No. 21068715 in said Official Public Records and the 249.051 acre tract described in instrument to HM 6 Creeks Development, Inc. recorded in Document No. 20042658 in said Official Public Records, in the Samuel Pharass $\frac{1}{4}$ League No. 14, Abstract 360, partially in the City of Kyle, Hays County, Texas. Said 15.103 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At a found iron rod with cap marked "AST", on the north right-of-way line of Six Creeks Boulevard, a 120-foot wide public right-of-way dedicated in Clerk File No. 19019778 in the Plat Records of Hays County, Texas, at the southwest corner of said 5.964 acre tract;

THENCE: Departing the north right-of-way line of said Six Creeks Boulevard, along and with the west line of said 5.964 acre tract, the following bearings and distances:

N 13°53'54" W, a distance of 59.16 feet to a found $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the right, said curve having a radius of 250.00 feet, a central angle of 10°32'17", a chord bearing and distance of N 08°01'54" W, 45.92 feet, for an arc length of 45.98 feet to a found $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

N 02°45'46" W, a distance of 49.39 feet to a found $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the left, said curve having a radius of 250.00 feet, a central angle of 10°32'17", a chord bearing and distance of N 08°01'54" W, 45.92 feet, for an arc length of 45.98 feet to a found $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

N 13°18'02" W, a distance of 293.81 feet to a point;

THENCE: Departing the west line of said 5.964 acre tract, over and across said 249.061 acre tract, the following bearings and distances:

Transportation | Water Resources | Land Development | Surveying | Environmental

telephone: 210-375-9000 address: 2000 NW LOOP 410 SAN ANTONIO, TX 78213 website: PAPE-DAWSON.COM

San Antonio | Austin | Houston | Fort Worth | Dallas Texas Engineering Firm #470 Texas Surveying Firm #10028000

Northwesterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 58°18'02" W, 21.21 feet, for an arc length of 23.56 feet to a point;

N 13°18'02" W, a distance of 50.00 feet to a point;

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 31°41'58" E, 21.21 feet, for an arc length of 23.56 feet to a point on the west line of said 5.964 acre tract;

THENCE: N 76°41'58" E, over and across said 5.964 acre tract, a distance of 80.00 feet to a point on the east line of said 5.964 acre tract and a west line of said 93.991 acre tract;

THENCE: Departing the east line of said 5.964 acre tract, over and across said 93.991 acre tract, the following bearings and distances;

Southeasterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 58°18'02" E, 21.21 feet, for an arc length of 23.56 feet to a point;

N 76°41'58" E, a distance of 123.00 feet to a point;

Northeasterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 31°41'58" E, 21.21 feet, for an arc length of 23.56 feet to a point;

N 76°41'58" E, a distance of 50.00 feet to a point;

N 13°18'02" W, a distance of 109.02 feet to a point;

N 76°42'05" E, a distance of 73.21 feet to a point;

N 72°15'35" E, a distance of 70.52 feet to a point;

N 60°06'13" E, a distance of 59.45 feet to a point;

N 53°53'54" E, a distance of 195.00 feet to a point;

N 49°11'17" E, a distance of 63.01 feet to a point;

N 37°16'24" E, a distance of 131.69 feet to a point;



N 21°51'23" E, a distance of 60.65 feet to a point;

S 73°07'09" E, a distance of 129.83 feet to a point;

S 73°17'00" E, a distance of 50.00 feet to a point;

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 525.00 feet, a central angle of 09°22'23", a chord bearing and distance of S 21°24'11" W, 85.79 feet, for an arc length of 85.89 feet to a point;

Southeasterly, along a reverse curve to the left, said curve having a radius of 15.00 feet, a central angle of 85°45'07", a chord bearing and distance of S 16°47'11" E, 20.41 feet, for an arc length of 22.45 feet to a point;

S 30°20'16" W, a distance of 50.00 feet to a point;

Southwesterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 85°45'07", a chord bearing and distance of S 77°27'42" W, 20.41 feet, for an arc length of 22.45 feet to a point;

Southwesterly, along a reverse curve to the right, said curve having a radius of 525.00 feet, a central angle of 11°32'58", a chord bearing and distance of S 40°21'37" W, 105.65 feet, for an arc length of 105.83 feet to a point;

S 48°58'42" E, a distance of 424.26 feet to a point;

S 55°49'14" W, at a distance of 147.36 feet passing a found ½" iron rod with a yellow cap marked "Pape-Dawson" on the north right-of-way line of Six Creeks Boulevard, a variable width public right-of-way dedicated in Clerk File No. 18037331 in said Plat Records, continuing along and with the north right-of-way of said Six Creeks Boulevard (18037331), a total distance of 207.36 feet to a found iron rod with cap marked "AST";

THENCE: Along and with the north right-of-way line of said Six Creeks Boulevard (18037331) and the south line of said 93.991 acre tract, the following bearings and distances:

S 34°10'46" E, a distance of 33.31 feet to a found ½" iron rod;

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 30.02 feet, a central angle of 84°16'18", a chord bearing and distance of S 07°59'05" W, 40.28 feet, for an arc length of 44.15 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";



THENCE: S 50°08'56" W, along and with the north right-of-way line of said Six Creeks Boulevard (18037331), the north right-of-way line of said Six Creeks Boulevard (19019778) and the south line of said 93.991 acre tract, a distance of 278.00 feet to a found iron rod with cap marked "AST";

THENCE: Continuing along and with the north right-of-way line of said Six Creeks Boulevard (19019778) and the south line of said 93.991 acre tract, the following bearings and distances:

Southwesterly, along a tangent curve to the right, said curve having a radius of 1440.00 feet, a central angle of 19°24'42", a chord bearing and distance of S 59°51'17" W, 485.54 feet, for an arc length of 487.87 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", at the most southerly southwest corner of said 93.991 acre tract;

Northwesterly, along a compound curve to the right, said curve having a radius of 57.00 feet, a central angle of 97°08'19", a chord bearing and distance of N 61°52'12" W, 85.47 feet, for an arc length of 96.64 feet to a found ¾" iron rod with a yellow cap marked "Pape-Dawson";

N 13°18'02" W, a distance of 32.89 feet to a found ¾" iron rod with a yellow cap marked "Pape-Dawson", at the most westerly southwest corner of said 93.991 acre tract and the southeast corner of said 5.964 acre tract;

THENCE: S 76°44'31" W, along and with the north right-of-way line of said Six Creeks Boulevard (19019778) and the south line of said 5.964 acre tract, a distance of 114.00 feet to the POINT OF BEGINNING and containing 15.103 acres, partially in the City of Kyle, Hays County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 8141-52 by Pape-Dawson Engineers, Inc.

"THIS DOCUMENT WAS PREPARED UNDER 22TAC663.21, 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."

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 31, 2022
JOB NO. 8141-52
DOC. ID. N:\CIVIL\8141-52\WORD\8141-52 EX 15.103 AC.docx



METES AND BOUNDS DESCRIPTION
FOR
SIX CREEKS SECTION 13B PID

A 29.050 acre, or 1,265,433 square feet more or less, tract of land comprised of a portion of the 93.991 acre tract described in instrument to Pulte Homes of Texas, L.P. recorded in Document No. 21068918 in the Official Public Records of Hays County, Texas and the 5.964 acre tract described in instrument to HM 6 Creeks Development, Inc. recorded in Document No. 21068715 in said Official Public Records, in the Samuel Pharras $\frac{1}{4}$ League No. 14, Abstract 360, partially in the City of Kyle, Hays County, Texas. Said 29.050 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING: At a found iron rod with cap marked "AST", on the north right-of-way line of Six Creeks Boulevard, a 120-foot wide public right-of-way dedicated in Clerk File No. 19019778 in the Plat Records of Hays County, Texas, at the southwest corner of said 5.964 acre tract;

THENCE: Departing the north right-of-way line of said Six Creeks Boulevard, along and with the west line of said 5.964 acre tract, the following bearings and distances:

N 13°53'54" W, a distance of 59.16 feet to a found $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the right, said curve having a radius of 250.00 feet, a central angle of 10°32'17", a chord bearing and distance of N 08°01'54" W, 45.92 feet, for an arc length of 45.98 feet to a found $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

N 02°45'46" W, a distance of 49.39 feet to a found $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 250.00 feet, a central angle of 10°32'17", a chord bearing and distance of N 08°01'54" W, 45.92 feet, for an arc length of 45.98 feet to a found $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

N 13°18'02" W, a distance of 373.81 feet to the POINT OF BEGINNING of the herein described tract;

THENCE: Continuing along and with the west line of said 5.964 acre tract, the following bearings and distances:

N 13°18'02" W, a distance of 213.02 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, along a tangent curve to the right, said curve having a radius of 1740.00 feet, a central angle of 29°04'49", a chord bearing and distance of N 01°14'22" E, 873.68 feet, for an arc length of 883.13 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 15°46'46" E, a distance of 108.59 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

THENCE: S 74°13'14" E, over and across said 5.964 acre tract, a distance of 80.00 feet to a point on the east line of said 5.964 acre tract and a west line of said 93.991 acre tract;

THENCE: Departing the east line of said 5.964 acre tract, over and across said 93.991 acre tract, the following bearings and distances:

Northeasterly, along a non-tangent curve to the right, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 60°46'46" E, 21.21 feet, for an arc length of 23.56 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 74°13'14" E, a distance of 267.55 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 15°46'46" W, a distance of 125.00 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 74°13'14" E, a distance of 136.10 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 475.00 feet, a central angle of 02°54'41", a chord bearing and distance of N 35°15'21" E, 24.13 feet, for an arc length of 24.14 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 56°11'59" E, a distance of 50.00 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 69°43'59" E, a distance of 54.75 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";



S 75°08'32" E, a distance of 217.66 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 88°47'34" E, a distance of 195.49 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 275.00 feet, a central angle of 12°53'16", a chord bearing and distance of N 07°29'35" E, 61.73 feet, for an arc length of 61.86 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 88°57'03" E, a distance of 285.47 feet to a point on the northwest line of a 4.870 acre tract recorded in Volume 5358, Page 588 of the Official Public Records of Hays County, Texas;

THENCE: S 40°24'12" W, along and with the northwest line of said 4.870 acre tract, at a distance of 34.98 feet, passing the west corner of said 4.870 acre tract, the north corner of a 1.259 acre tract recorded in Document No. 18015398 of the Official Public Records of Hays County, Texas, and continuing for a total distance of 165.95 feet to a point for the west corner of said 1.259 acre tract, from which a found ½" iron rod with cap stamped "RPLS 4341" bears N 40°24'12" E, 2.24 feet and from which a found ½" iron rod with cap stamped "RPLS 4341" bears S 50°22'34" E, 2.24 feet;

THENCE: S 50°22'34" E, along and with a southwest line of said 1.259 acre tract, a distance of 256.13 feet to a cedar post;

THENCE: N 40°11'13" E, along and with a southeast line of said 1.259 acre tract, a distance of 43.39 feet to a cedar post;

THENCE: S 52°36'14" E, along and with a southwest line of said 1.259 acre tract, a distance of 85.70 feet to a found ½" iron rod for the southeast corner of said 1.259 acre tract, the west corner of a 0.72 acre tract recorded in Volume 4689, Page 364 of the Official Public Records of Hays County, Texas;

THENCE: S 51°46'44" E, along and with the east line of said 0.72 acre tract, a distance of 159.05 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

THENCE: N 43°45'16" E, along and with the east line of said 0.72 acre tract, a distance of 92.40 feet to a found ½" iron rod;



- THENCE: S 78°19'50" E, along and with the south line of said 0.72 acre tract, a distance of 101.35 feet to a found ½" iron rod with cap stamped "RPLS 4341" on the west right-of-way line of Old Stagecoach Road, a variable width right-of-way;
- THENCE: S 16°18'42" E, along and with the west right-of-way line of said Old Stagecoach Road, a distance of 182.48 feet to the intersection of Six Creeks Boulevard, dedicated in Document No. 18037331 of the Plat Records of Hays County, Texas;
- THENCE: Along and with the northwest right-of-way line of said Six Creeks Boulevard the following bearings and distances:
- Southwesterly, along a non-tangent curve to the right, said curve having a radius of 480.00 feet, a central angle of 35°08'55", a chord bearing and distance of S 47°04'30" W, 289.87 feet, for an arc length of 294.46 feet to a found ½" iron rod with cap stamped "AST";
- S 64°38'57" W, a distance of 388.58 feet to a found ½" iron rod with cap stamped "AST";
- Southwesterly, along a tangent curve to the left, said curve having a radius of 735.00 feet, a central angle of 14°30'01", a chord bearing and distance of S 57°23'57" W, 185.52 feet, for an arc length of 186.01 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";
- S 50°08'56" W, a distance of 33.57 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";
- Northwesterly, along a tangent curve to the right, said curve having a radius of 30.00 feet, a central angle of 95°40'18", a chord bearing and distance of N 82°00'55" W, 44.47 feet, for an arc length of 50.09 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";
- N 34°10'46" W, a distance of 21.39 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";
- THENCE: Departing the northwest right-of-way line of said Six Creeks Boulevard, over and across said 93.991 acre tract the following bearings and distances:
- N 55°49'14" E, a distance of 147.36 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";
- N 48°58'42" W, a distance of 424.26 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";



Northeasterly, along a non-tangent curve to the left, said curve having a radius of 525.00 feet, a central angle of 11°32'58", a chord bearing and distance of N 40°21'37" E, 105.65 feet, for an arc length of 105.83 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Northeasterly, along a reverse curve to the right, said curve having a radius of 15.00 feet, a central angle of 85°45'07", a chord bearing and distance of N 77°27'42" E, 20.41 feet, for an arc length of 22.45 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

N 30°20'16" E, a distance of 50.00 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 15.00 feet, a central angle of 85°45'07", a chord bearing and distance of N 16°47'11" W, 20.41 feet, for an arc length of 22.45 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Northeasterly, along a reverse curve to the left, said curve having a radius of 525.00 feet, a central angle of 09°22'23", a chord bearing and distance of N 21°24'11" E, 85.79 feet, for an arc length of 85.89 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

N 73°17'00" W, a distance of 50.00 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

N 73°07'09" W, a distance of 129.83 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 21°51'23" W, a distance of 60.65 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 37°16'24" W, a distance of 131.69 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 49°11'17" W, a distance of 63.01 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 53°53'54" W, a distance of 195.00 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";



S 60°06'13" W, a distance of 59.45 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 72°15'35" W, a distance of 70.52 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 76°42'05" W, a distance of 73.21 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 13°18'02" E, a distance of 109.02 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 76°41'58" W, a distance of 50.00 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 31°41'58" W, 21.21 feet, for an arc length of 23.56 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 76°41'58" W, a distance of 123.00 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Northwesterly, along a tangent curve to the right, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 58°18'02" W, 21.21 feet, for an arc length of 23.56 feet to a point on a west line of said 93.991 acre tract and the east line of said 5.964 acre tract;

THENCE: S 76°41'58" W, departing a west line of said 93.991 acre tract, over and across said 5.964 acre tract, a distance of 80.00 feet to the POINT OF BEGINNING and containing 29.050 acres partially in the City of Kyle, Bexar County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 8141-52 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 31, 2022
JOB NO. 8141-52
DOC. ID. N:\CIVIL\8141-52\WORD\8141-52 FN 29.420 AC.docx



PAPE-DAWSON
ENGINEERS

EXHIBIT U-10 – IMPROVEMENT AREA #5 LEGAL DESCRIPTION

[DEVELOPER TO PROVIDE]

EXHIBIT V-1 – DISTRICT BOUNDARY MAP

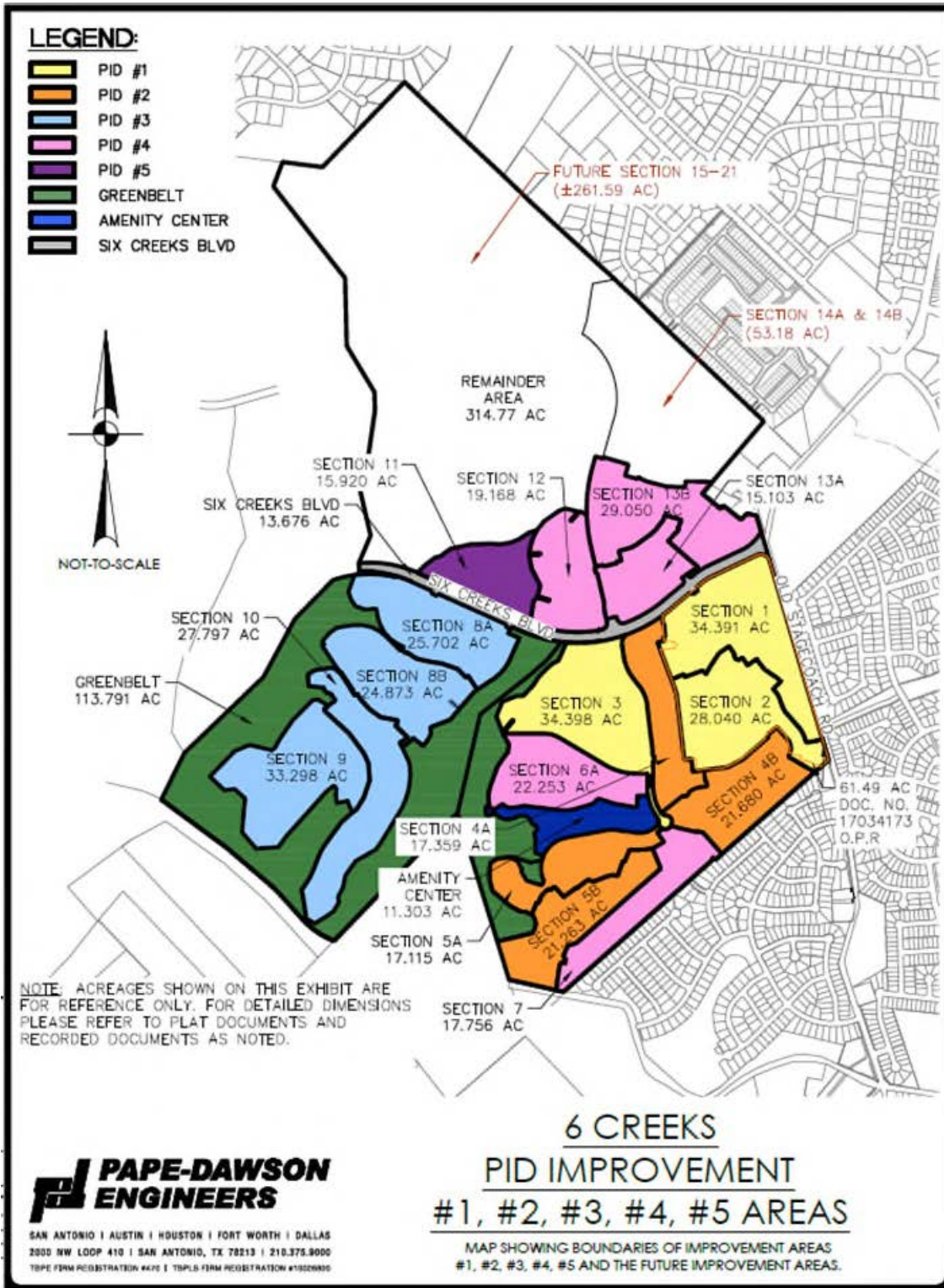
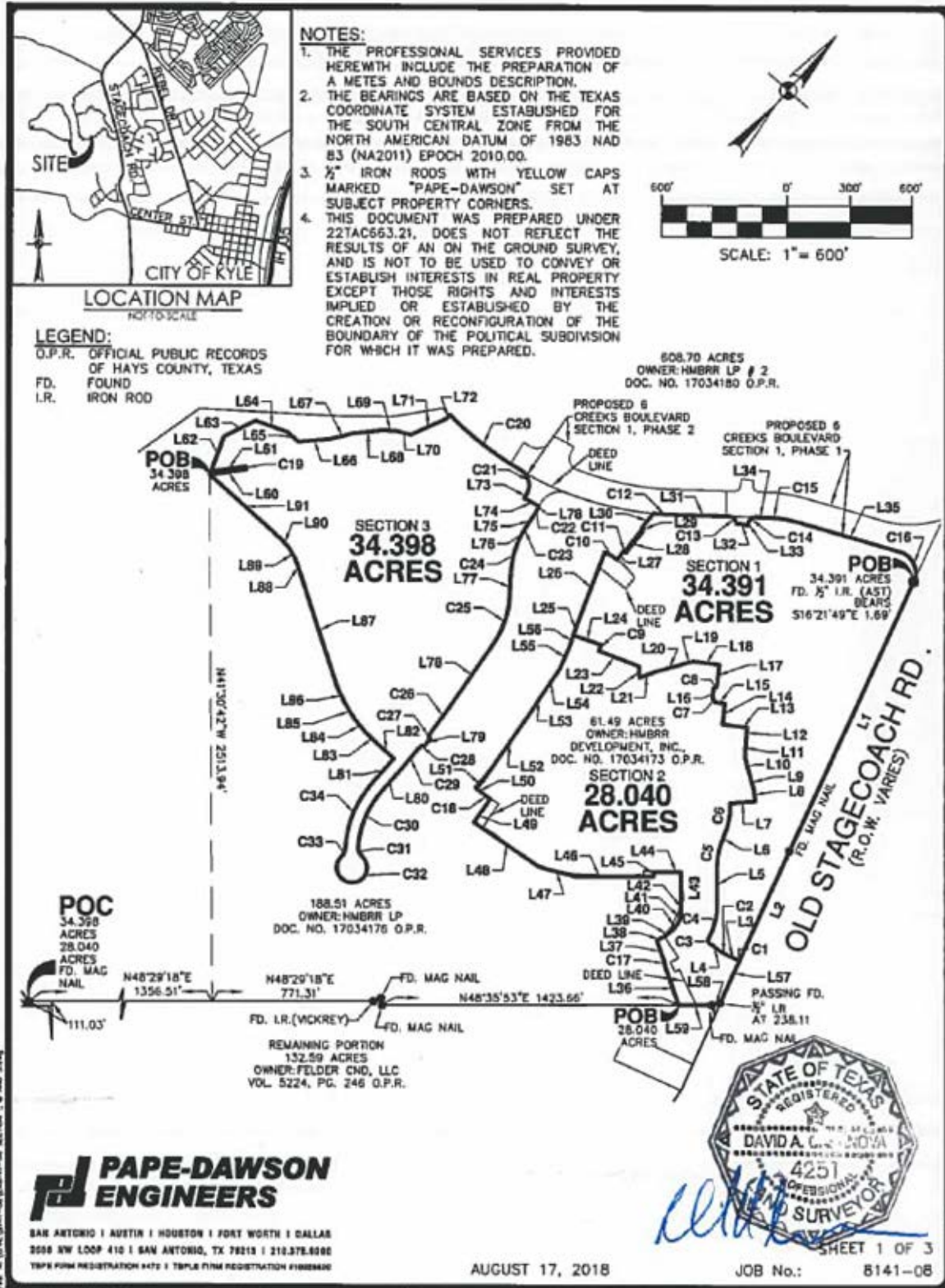
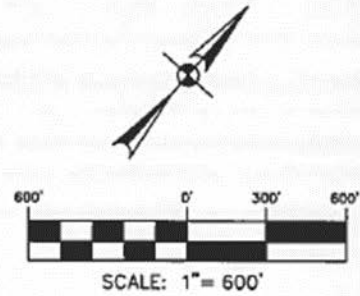


EXHIBIT V-2 – IMPROVEMENT AREA #1 BOUNDARY MAP





LEGEND:
 O.P.R. OFFICIAL PUBLIC RECORDS
 OF HAYS COUNTY, TEXAS
 FD. FOUND
 I.R. IRON ROD



LINE TABLE		
LINE	BEARING	LENGTH
L1	S16°21'49"E	1423.43'
L2	S16°46'59"E	559.73'
L3	S73°11'07"W	43.79'
L4	S83°45'26"W	59.00'
L5	N41°24'07"W	182.22'
L6	N20°25'27"W	68.68'
L7	N45°10'23"E	120.09'
L8	N49°03'14"W	64.36'
L9	N56°13'41"W	57.67'
L10	N56°10'39"W	95.45'
L11	N38°25'46"W	91.92'
L12	N34°10'46"W	50.00'
L13	S55°49'14"W	120.00'
L14	N34°10'46"W	100.00'
L15	S55°49'14"W	50.00'
L16	N34°10'46"W	50.00'
L17	N34°10'46"W	100.00'
L18	S55°49'14"W	127.69'
L19	S35°10'02"W	42.81'
L20	S33°02'18"W	151.46'
L21	S26°43'21"W	74.14'
L22	N45°35'23"W	55.21'
L23	S69°43'34"W	202.47'
L24	S67°02'44"W	142.32'
L25	N22°06'03"W	60.01'

LINE TABLE		
LINE	BEARING	LENGTH
L26	N19°59'52"W	365.06'
L27	N03°23'28"W	50.03'
L28	N03°13'26"W	133.36'
L29	N64°50'45"W	15.48'
L30	N03°23'28"W	88.67'
L31	N50°08'56"E	260.13'
L32	N56°23'10"E	60.01'
L33	N34°10'46"W	11.96'
L34	N50°08'56"E	51.45'
L35	N64°38'57"E	515.04'
L36	N59°52'52"W	211.37'
L37	N60°20'29"W	115.00'
L38	N22°50'13"E	43.95'
L39	N09°11'36"E	43.95'
L40	N03°37'26"W	41.26'
L41	N21°09'38"W	46.64'
L42	N41°24'07"W	51.61'
L43	S41°24'07"E	150.00'
L44	S48°35'53"W	130.00'
L45	S41°24'07"E	20.00'
L46	S48°35'53"W	380.33'
L47	S63°07'22"W	179.85'
L48	S83°18'36"W	373.56'
L49	N06°41'24"W	135.26'
L50	S87°09'41"W	35.21'

LINE TABLE		
LINE	BEARING	LENGTH
L51	N02°50'19"W	50.00'
L52	N06°41'24"W	438.42'
L53	N06°41'24"W	50.00'
L54	N06°41'24"W	161.57'
L55	N17°22'23"W	115.59'
L56	N22°04'53"W	56.05'
L57	S16°46'59"E	238.92'
L58	S36°01'08"W	42.61'
L59	S48°35'53"W	159.66'
L60	N40°08'34"E	176.64'
L61	S40°08'34"W	166.50'
L62	N21°04'28"W	177.56'
L63	N21°52'32"E	170.23'
L64	N68°18'00"E	164.26'
L65	S89°38'05"E	70.00'
L66	N43°11'52"E	156.28'
L67	N34°18'30"E	110.00'
L68	N43°12'35"E	140.48'
L69	N51°41'58"E	72.36'
L70	N64°27'27"E	63.77'
L71	N24°37'09"E	185.86'
L72	N04°30'09"E	29.28'
L73	S13°18'02"E	25.78'
L74	N76°41'58"E	80.00'
L75	S07°37'47"E	67.78'

LINE TABLE		
LINE	BEARING	LENGTH
L76	S13°17'25"E	10.24'
L77	S38°07'47"E	98.19'
L78	S13°18'02"E	8.58'
L78	S06°41'24"E	364.55'
L79	S02°50'19"E	50.00'
L80	S00°28'54"W	137.29'
L81	N00°28'22"E	149.14'
L82	N89°44'49"W	100.61'
L83	N87°36'04"W	83.98'
L84	N80°15'00"W	83.98'
L85	N72°53'56"W	83.98'
L86	N66°01'03"W	84.03'
L87	N59°14'33"W	575.03'
L88	N60°29'27"W	66.99'
L89	N71°07'00"W	63.44'
L90	N83°27'43"W	63.44'
L91	N89°38'05"W	453.82'

Date: Aug 17, 2018, 3:16pm, User: ds, E:\projects\18081-00\18081-00_SECTION 1, 2 AND 3.dwg
 File: N:\18081-00\18081-00_SECTION 1, 2 AND 3.dwg



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 TYPE FIRM REGISTRATION #470 | TYPE PL FIRM REGISTRATION #10028800

AUGUST 17, 2018

JOB No.:

SHEET 2 OF 3

8141-08

EXHIBIT V-3 – IMPROVEMENT AREA #2 BOUNDARY MAP

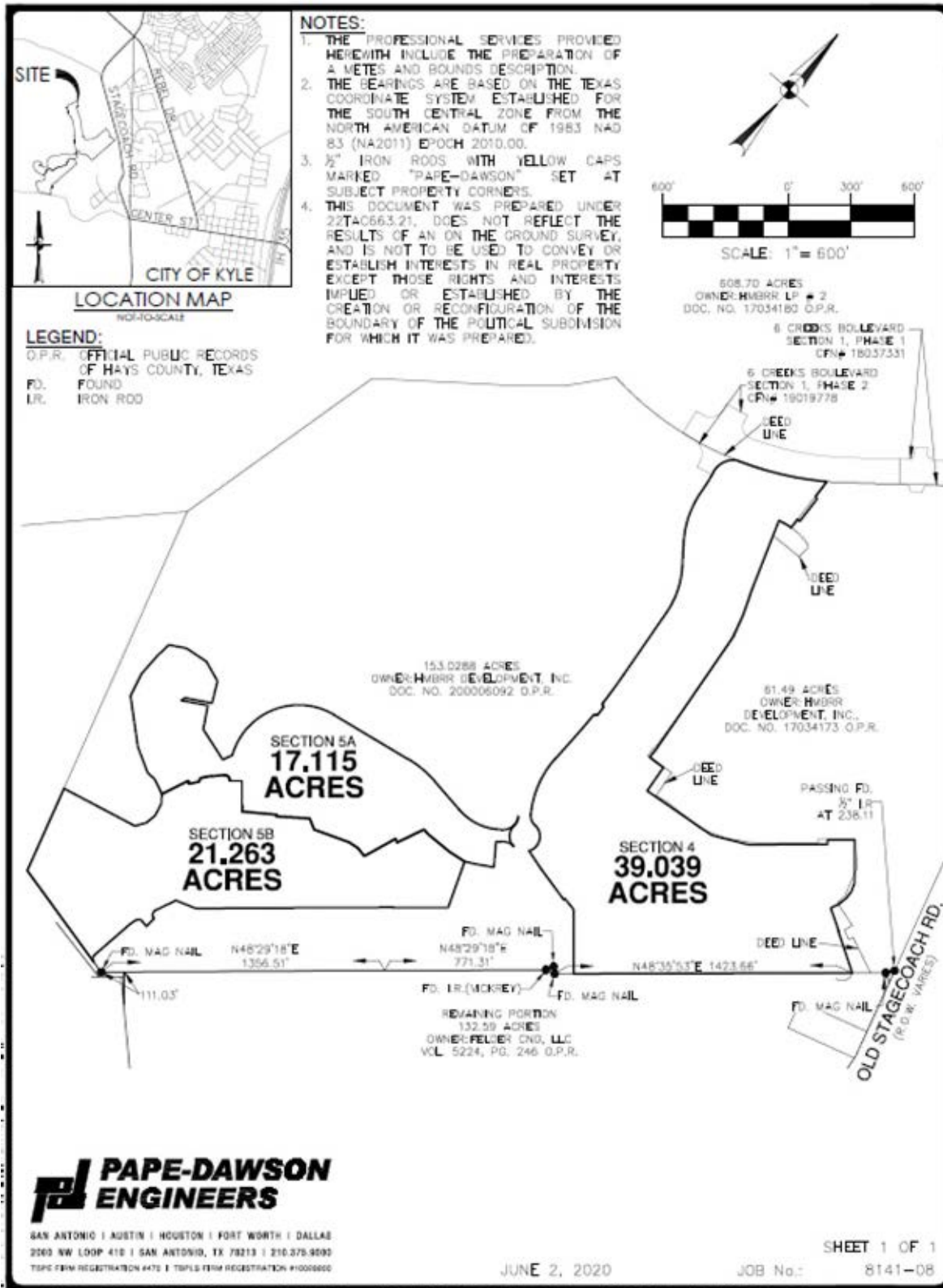


EXHIBIT V-4 – IMPROVEMENT AREA #3 BOUNDARY MAP

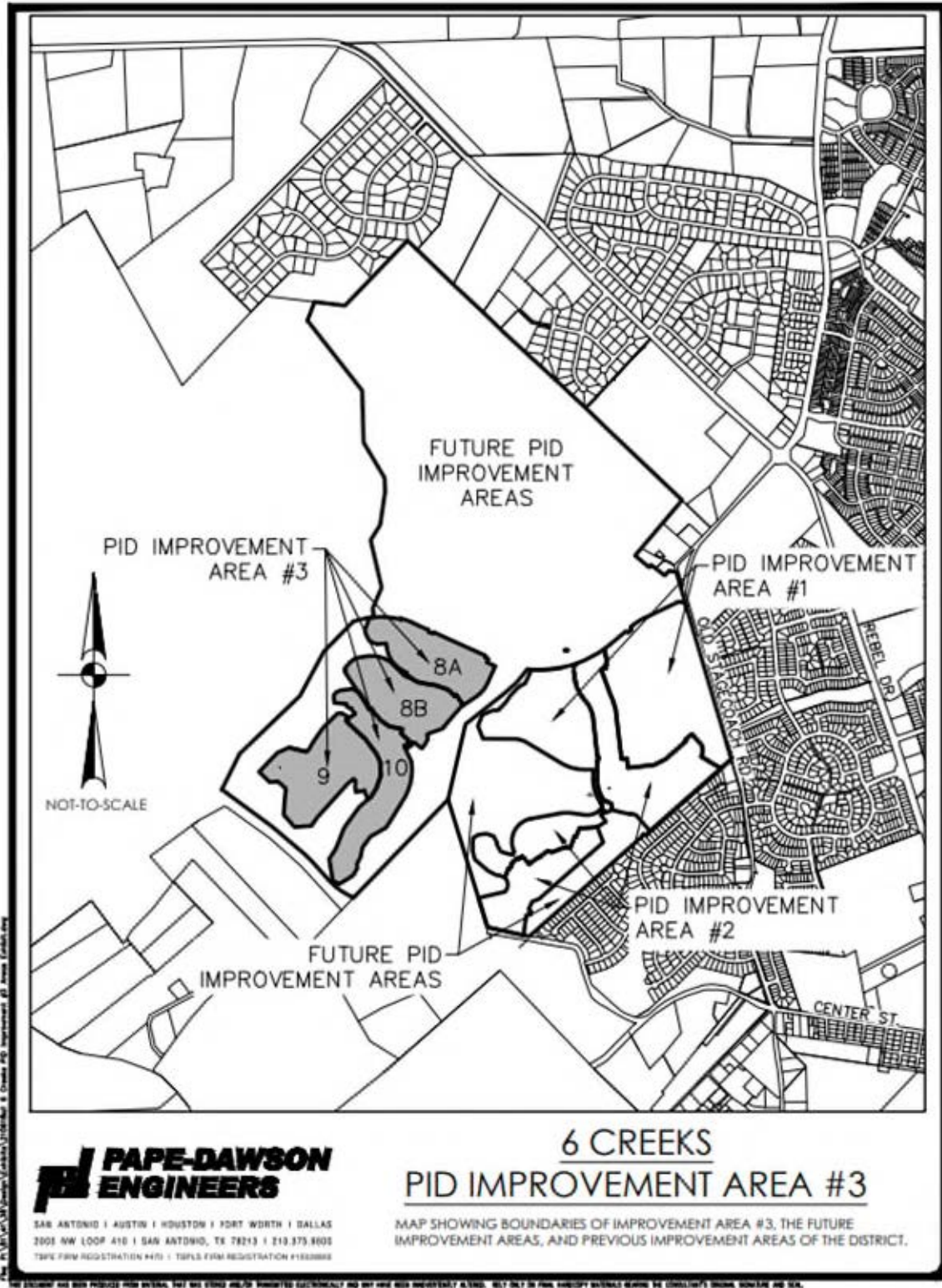


EXHIBIT V-6 - IMPROVEMENT AREA #5 BOUNDARY MAP

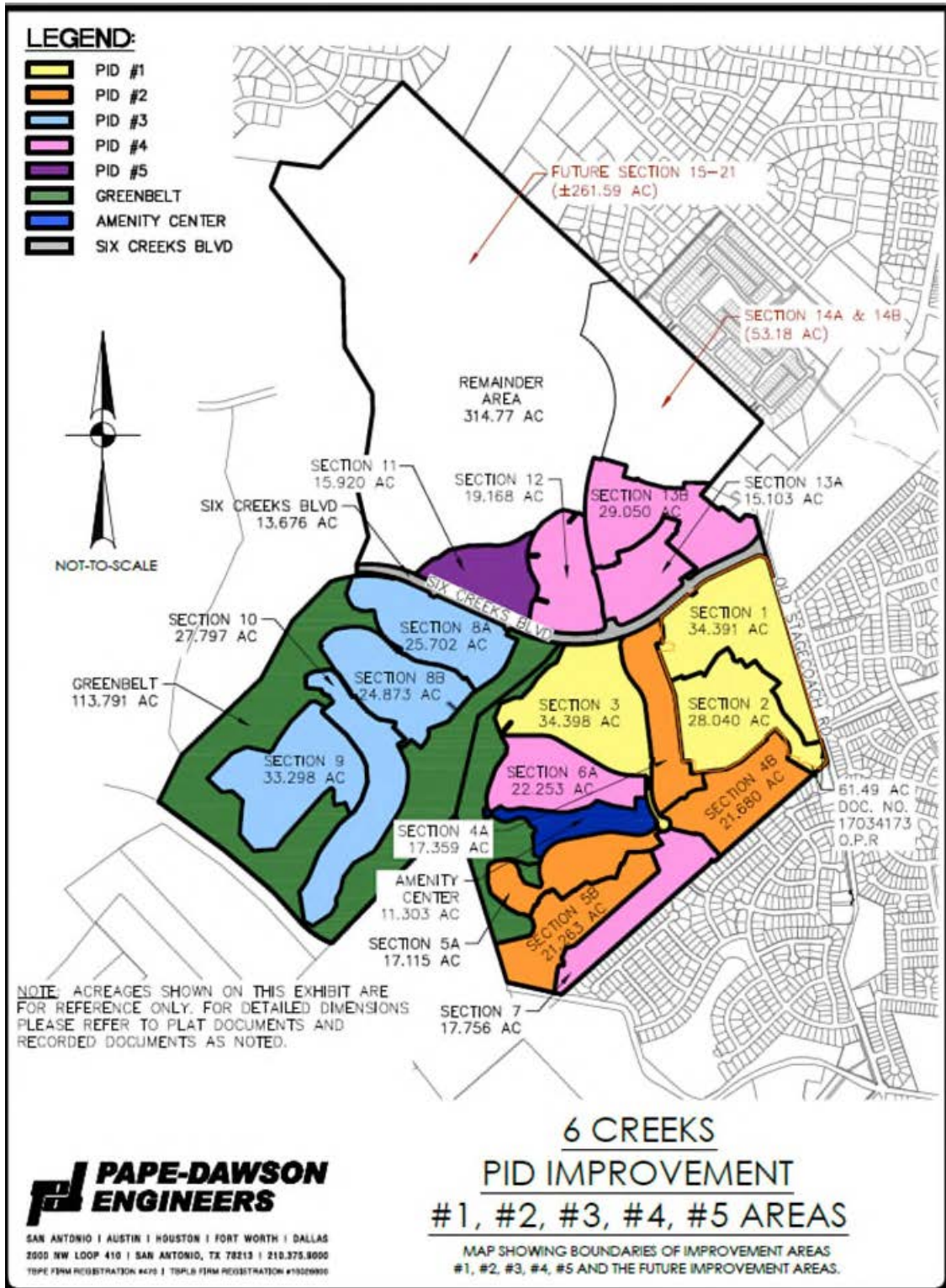


EXHIBIT W – LOT TYPE MAP

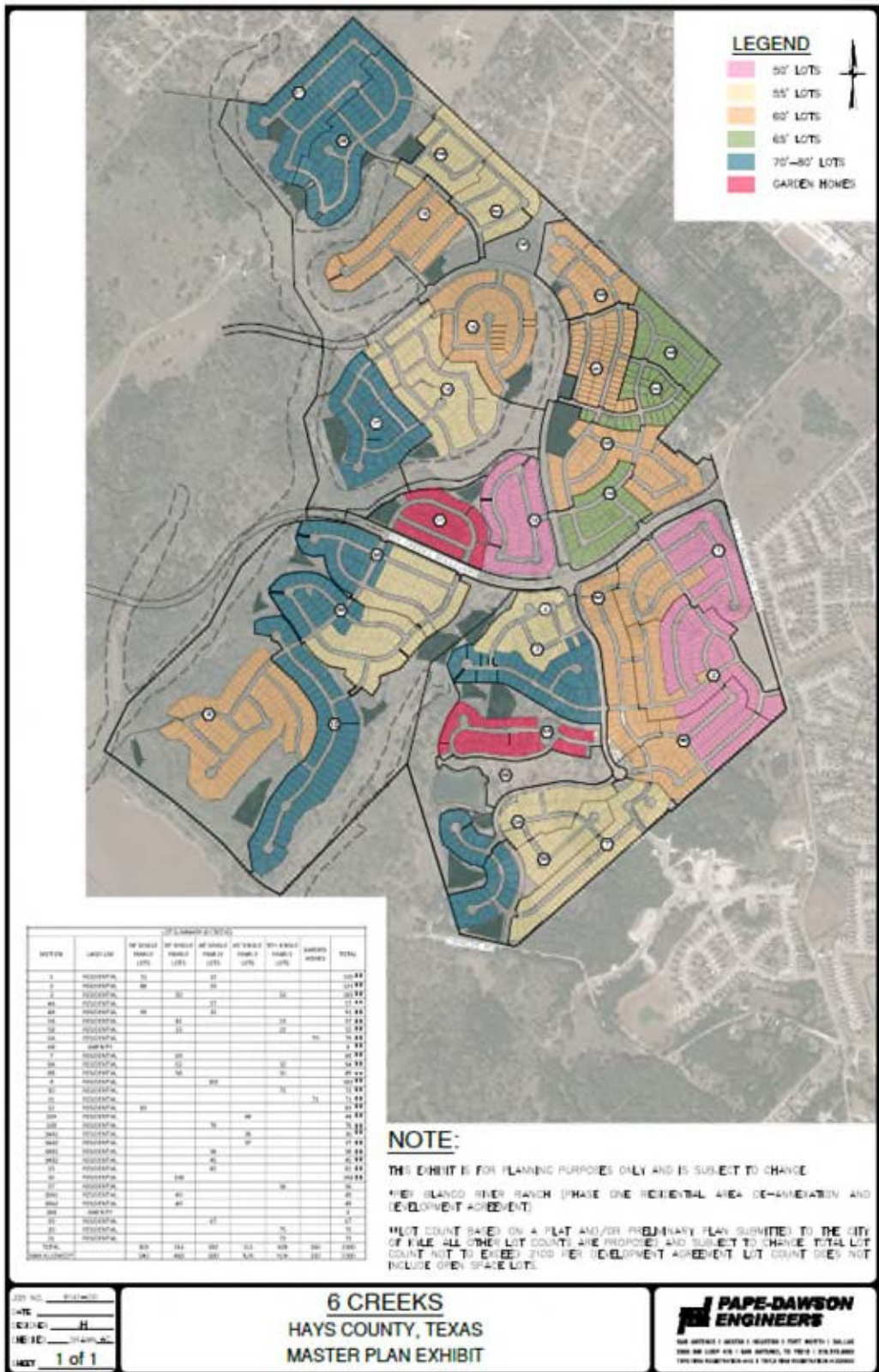


EXHIBIT X – ESTIMATED BUILDOUT VALUE

Lot Size	Lot Type	Home Price	# Lots ¹	Total Value	Per Lot Type		
					Assessment per Lot	Average Annual Installment Per Lot	Equivalent Tax Rate
Improvement Area #1							
Section 1 - 50'	1	\$ 300,000	71	21,300,000	\$ 27,767.94	\$ 2,249.60	\$ 0.7531
Section 2 - 50'	1	\$ 300,000	88	26,400,000	\$ 27,767.94	\$ 2,249.60	\$ 0.7531
Section 3 - 55'	2	\$ 330,000	50	16,500,000	\$ 30,666.42	\$ 2,484.42	\$ 0.7561
Section 1 - 60'	3	\$ 375,000	37	13,875,000	\$ 34,709.92	\$ 2,812.00	\$ 0.7531
Section 2 - 60'	3	\$ 375,000	33	12,375,000	\$ 34,709.92	\$ 2,812.00	\$ 0.7531
Section 3 - 70'	4	\$ 450,000	52	23,400,000	\$ 41,817.85	\$ 3,387.85	\$ 0.7561
Improvement Area #1 Total			331	\$113,850,000	\$10,552,646.27	\$ 854,916.31	\$ 0.7540

Notes:

¹Does not include 2 fully prepaid Lot Type 1 lots and 1 fully prepaid Lot Type 4 lot.

Lot Size	Lot Type	Home Price	# Lots	Total Value	Per Lot Type		
					Assessment per Lot	Average Annual Installment Per Lot	Equivalent Tax Rate
Improvement Area #2							
50'	5	\$ 300,000	59	\$ 17,700,000	\$ 31,425.79	\$ 2,427.95	\$ 0.8093
55'	6	\$ 330,000	75	\$ 24,750,000	\$ 34,568.37	\$ 2,670.74	\$ 0.8093
60'	7	\$ 375,000	89	\$ 33,375,000	\$ 39,282.24	\$ 3,034.94	\$ 0.8093
70'	8	\$ 450,000	37	\$ 16,650,000	\$ 47,138.69	\$ 3,641.92	\$ 0.8093
Improvement Area #2 Total			260	\$ 92,475,000	\$ 9,687,000	\$ 748,415.11	\$ 0.8093

Lot Size	Lot Type	Home Price	# Lots	Total Value	Per Lot Type		
					Assessment per Lot	Average Annual Installment Per Lot	Equivalent Tax Rate
Improvement Area #3							
55'	9	\$ 441,000	122	\$ 53,802,000	\$ 38,114.85	\$ 2,946.72	\$ 0.6682
60'	10	\$ 479,500	102	\$ 48,909,000	\$ 41,442.33	\$ 3,203.98	\$ 0.6682
70'	11	\$ 620,000	133	\$ 82,460,000	\$ 53,585.50	\$ 4,142.78	\$ 0.6682
Improvement Area #3 Total			357	\$185,171,000	\$ 16,004,000	\$ 1,237,295.83	\$ 0.6682

Lot Size	Lot Type	Home Price	# Lots	Total Value	Per Lot Type		
					Assessment per Lot	Average Annual Installment Per Lot	Equivalent Tax Rate
Improvement Area #4							
Garden	12	500,000	79	\$ 39,500,000	\$ 32,911.39	\$ 2,750.49	\$ 0.5501
55'	13	550,000	69	\$ 37,950,000	\$ 38,811.59	\$ 3,232.77	\$ 0.5878
60'	14	600,000	79	\$ 47,400,000	\$ 71,415.79	\$ 5,833.05	\$ 0.9722
65'	15	650,000	44	\$ 28,600,000	\$ 77,367.11	\$ 6,319.14	\$ 0.9722
50'	16	525,000	83	\$ 43,575,000	\$ 34,349.40	\$ 2,871.26	\$ 0.5469
Improvement Area #4 Total			354	\$197,025,000	\$ 17,175,000	\$ 1,360,459.64	\$ 0.7033

Lot Size	Lot Type	Home Price	# Lots	Total Value	Per Lot Type		
					Assessment per Lot	Average Annual Installment Per Lot	Equivalent Tax Rate
Improvement Area #5							
Garden	17	475,000	71	\$ 33,725,000	\$ 50,760.56	\$ 4,633.17	\$ 0.9754
Improvement Area #5 Total			71	\$ 33,725,000	\$ 3,604,000	\$ 328,954.79	\$ 0.9754

EXHIBIT Y – REMAINDER AREA ANNUAL INSTALLMENT SCHEDULE

Annual Installment Due	Remainder Area Reimbursement Obligation			
	Principal	Interest	Annual Collection Costs	Total Annual Installment
1/31/2025	-	-	-	-
1/31/2026	-	-	-	-
1/31/2027	-	-	-	-
1/31/2028	-	-	-	-
1/31/2029	-	-	-	-
1/31/2030	-	-	-	-
1/31/2031	-	-	-	-
1/31/2032	-	-	-	-
1/31/2033	-	-	-	-
1/31/2034	-	-	-	-
1/31/2035	-	-	-	-
1/31/2036	-	-	-	-
1/31/2037	2,968,189.66	-	-	2,968,189.66
Total	\$ 2,968,189.66	\$ -	\$ -	\$ 2,968,189.66

Note: 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 Z – REMAINDER AREA ASSESSMENT ROLL

Property ID [a] [b]	Lot Type	Remainder Area Outstanding Assessment	Annual Installment due 1/31/2025
156316	Remainder Area Initial Parcel	\$ 441,366.19	\$ -
156317	Remainder Area Initial Parcel	\$ 2,493,686.65	\$ -
16899	Remainder Area Initial Parcel	\$ 33,136.81	\$ -
Remainder Area Total		\$ 2,968,189.66	\$ -

Notes:

[a] Property IDs within the District still to be finalized with Hays Central Appraisal District.

[b] Until a plat has been recorded within the Remainder Area Initial Parcel, the Remainder Area Annual Installment will be allocated to each property ID within the Remainder Area Initial Parcel based on the Hays Central Appraisal District acreage for billing purposes only.

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

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February 27, 2025

Norton Rose Fulbright US LLP
98 San Jacinto Boulevard, Suite 1100
Austin, Texas 78701-4255
United States

Tel +1 512 474 5201
Fax +1 512 536 4598
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DRAFT

IN REGARD to the authorization and issuance of the “City of Kyle, Texas Special Assessment Revenue Bonds, Series 2025 (6 Creeks Public Improvement District Improvement Area #3B Project)” (the “Bonds”), dated February 27, 2025, in the principal amount of \$_____, we have examined the legality and validity of the issuance thereof by the City of Kyle, Texas (the “City”) solely to express legal opinions as to the validity of the Bonds and the exclusion of the interest on the Bonds from gross income for federal income tax purposes, and for no other purpose. We have not been requested to investigate or verify, and we neither expressly nor by implication render herein any opinion concerning, the financial condition or capabilities of the City, or the history or prospects of the collection of the Pledged Revenues, the disclosure of any financial or statistical information or data pertaining to the City and used in the sale of the Bonds, or the sufficiency of the security for or the value or marketability of the Bonds, and have not assumed any responsibility with respect thereto. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Indenture.

THE BONDS are issued in fully registered form only and mature, unless redeemed prior to maturity in accordance with the terms stated on the Bonds, on September 1 in each of the years specified in the Bonds, all in accordance with the Supplemental Indenture of Trust (the “Indenture”), dated as of February 1, 2025, between the City and BOKF, N.A., as trustee (the “Trustee”), approved by the City Council of the City pursuant to an ordinance (the “Ordinance”) adopted by the City Council of the City on February 4, 2025 authorizing the issuance of the Bonds. The Bonds accrue interest from the date, at the rates, and in the manner and interest is payable on the dates, all as provided in the Indenture.

IN RENDERING THE OPINIONS herein we have examined and rely upon (i) original or certified copies of the proceedings had in connection with the issuance of the Bonds, including the Indenture, the Ordinance and an examination of the initial Bond executed and delivered by the City (which we found to be in due form and properly executed); (ii) certifications of officers of the City relating to the expected use and investment of proceeds of the sale of the Bonds and certain other funds of the City and (iii) other documentation and such matters of law as we deem relevant. In the examination of the proceedings relating to the issuance of the Bonds, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original copies of all documents submitted to us as certified copies, and the accuracy of the statements contained in such documents and certifications.

BASED ON OUR EXAMINATION, we are of the opinion that, under applicable law of the United States of America and the State of Texas in force and effect on the date hereof:

1. The Bonds have been authorized, issued and delivered in accordance with law; that the Bonds are valid, legally binding and enforceable limited obligations of the City in accordance with their terms payable solely from a first and prior lien on the Trust Estate, except to the extent the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws now or hereafter enacted relating to creditors' rights generally.

2. Assuming continuing compliance after the date hereof by the City with the provisions of the Indenture and in reliance upon representations and certifications of the City made in a certificate of even date herewith pertaining to the use, expenditure, and investment of the proceeds of the Bonds, interest on the Bonds for federal income tax purposes (i) will be excludable from gross income, as defined in Section 61 of the Internal Revenue Code of 1986, as amended to the date hereof, of the owners thereof pursuant to Section 103 of such Code, existing regulations, published rulings, and court decisions thereunder, and (ii) will not be included in computing the alternative minimum taxable income of the owners thereof who are individuals.

We express no opinion with respect to any other federal, state, or local tax consequences under present law or any proposed legislation resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds. Ownership of tax-exempt obligations such as the Bonds may result in collateral federal tax consequences to, among others, financial institutions, property and casualty insurance companies, life insurance companies, certain foreign corporations doing business in the United States, S corporations with subchapter C earnings and profits, corporations subject to the alternative minimum tax on adjusted financial statement income, individual recipients of Social Security or Railroad Retirement Benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a financial asset securitization investment trust, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations.

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; rather, such opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above.

Norton Rose Fulbright US LLP

APPENDIX E-1

FORM OF DISCLOSURE AGREEMENT OF THE ISSUER

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**CITY OF KYLE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(6 CREEKS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3B PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of February 1, 2025 (this “Disclosure Agreement”) is executed and delivered by and between the City of Kyle, Texas (the “Issuer”), P3Works, LLC (the “Administrator”) and BOKF, NA, Houston, Texas, acting solely in its capacity of dissemination agent (the “Dissemination Agent”), with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2025 (6 Creeks Public Improvement District Improvement Area #3B 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 Master Indenture of Trust dated as of October 15, 2021 (the “Master Indenture”), as supplemented by the First Supplemental Indenture dated as of October 15, 2021 (the “First Supplemental Indenture”) and by the Second Supplemental Indenture dated as of February 1, 2025 (the “Second Supplemental Indenture” and together with the Master Indenture and the First Supplemental Indenture, the “Indenture”) relating to the Bonds, 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:

“Administrator” shall mean the Issuer or third-party designee of the Issuer who is not an officer or employee thereof, who shall have the responsibilities provided in the Service and Assessment Plan, the Master Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District.

“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(s)” shall have the meaning assigned to such term in the Indenture.

“Annual Issuer Report” shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Bonds” shall mean the Issuer’s bonds entitled “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2025 (6 Creeks Public Improvement District Improvement Area #3B Project).”

“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.

“Designated Successors and Assigns” shall mean (i) an entity to which Developer assigns (in writing) its rights and obligations contained in the Financing Agreement, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Developer’s assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Developer.

“Developer” shall mean, with respect to Improvement Area #3, HM 6 Creeks Development, Inc., and/or its Designated and Successors and Assigns.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of the Developer dated as of February 1, 2025, executed and delivered by the Developer, P3Works, LLC, as Administrator and the Dissemination Agent.

“Disclosure Representative” shall mean the Director of Finance of the Issuer or the designee of either of such officers, or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

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

“District” shall mean 6 Creeks Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System currently available on the internet at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Financing Agreement” means that certain Blanco River Ranch Public Improvement District Financing Agreement, effective July 18, 2017 (the “Original Financing Agreement”), as amended by the First Amendment to the 6 Creeks Public Improvement

District Financing Agreement, effective as of April 16, 2019 (the “Amended Financing Agreement”) executed and delivered by the Issuer, the Developer, HMBRR Development, Inc., HMBRR, LP, and HMBRR LP #2, and the Partial Assignment and Assumption of Rights and Obligations Under 6 Creeks Public Improvement District Financing Agreement (the “Partial Assignment of the Financing Agreement” and, collectively, the “Financing Agreement”), effective September 23, 2020, further partially assigning, with respect to the land within Improvement Area #3, to the Developer.

“Fiscal Year” shall mean the Issuer’s fiscal year, currently the 12 month period from October 1 through September 30.

“HM 6 Creeks Development” means HM 6 Creeks Development, Inc., a Texas corporation.

“HMBRR Development” means HMBRR Development, Inc., a Texas corporation.

“Improvement Area #3” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #3 Assessments” shall have the meaning assigned to the term “Assessment” in the Indenture.

“Issuer” shall mean the City of Kyle, Texas.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reports pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall have the same 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.

“Redemption Price” shall have the meaning assigned to such term in the Indenture.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall mean the original Service and Assessment Plan approved by the City Council on September 18, 2018, as most recently updated, amended and restated by the 2025 Amended and Restated Service and Assessment Plan passes and

approved by the City Council on February 4, 2025, as same may be further amended, updated, supplemented or otherwise modified from time to time.

“Trust Estate” shall have the meaning assigned to such term in the Indenture.

“Trustee” shall mean BOKF, NA, Houston, Texas, a national banking association, and its successors, duly organized and validly existing under the laws of the United States of America, solely in its capacity as Trustee hereunder, and any other corporation or association that may at any time be substituted in its place, as provided in the Indenture, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

SECTION 3. Provision of Annual Issuer Reports.

(a) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other form required by the MSRB, commencing with the Fiscal Year ending September 30, 2025, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer, if prepared and when available, may be submitted separately from the Annual Issuer Report, and later than the date required in this paragraph for the filing of the Annual Issuer Report, if audited financial statements are not available by that date; provided, however, if the audited financial statements are not complete within such period, then the Issuer shall provide unaudited financial statements within such period. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. The Issuer is providing the audited financial statement in connection with the requirements of this Disclosure Agreement and the Rule; notwithstanding such requirements, the Bonds are special obligations of the Issuer and do not give rise to a charge against the general credit or taxing power of the Issuer and are payable solely from the sources identified in the Indenture. If the Issuer’s Fiscal Year changes, it shall file notice of such change (and of 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 Issuer Report pursuant to this paragraph. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the date specified in Section 4 of this Disclosure Agreement for providing the Annual Issuer Report to the MSRB, the Issuer shall provide the Annual Issuer Report to the Dissemination Agent. The Dissemination Agent shall provide such Annual Issuer Report to the MSRB not later than ten (10) days from receipt of such Annual Issuer Report from the Issuer.

If by the fifth (5th) day before the filing date required under Section 4 of this Disclosure Agreement, the Dissemination Agent has not received a copy of the Annual Issuer Report, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Issuer Report pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Issuer Report no later than two (2) Business Days prior to the filing date required under Section 4 of this Disclosure Agreement; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Issuer Report within the time required under this Disclosure Agreement, state the date by which the Annual

Issuer Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Issuer Report or the notice of failure to file, as applicable, to the MSRB, no later than six months after the end of each Fiscal Year; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than on the last Business Day of the six month period after the end of the Fiscal Year, provided, however, the Issuer may notify the Dissemination Agent in writing that the Issuer will provide or cause to be provided the Annual Issuer Report to the MSRB through alternate means. If the Issuer so notifies the Dissemination Agent, the Issuer will provide the Dissemination Agent with a written report certifying that the Annual Issuer Report has been provided to the MSRB pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB prior to the second (2nd) Business Day prior to the filing date required under Section 4 of this Disclosure Agreement. In the event the Issuer fails to provide the Dissemination Agent with such a report, the Dissemination Agent shall file a notice of failure to file no later than the last Business Day prior to the filing date required under Section 4 of this Disclosure Agreement.

- (b) The Issuer shall or shall cause the Dissemination Agent to:
 - (i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report on the date required in subsection (a);
 - (ii) file the Annual Issuer Report containing or incorporating by reference the information set forth in Section 4 hereof; and
 - (iii) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

- (a) Within six (6) months after the end of each Fiscal Year the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:
 - (i) Tables setting forth the following information, as of the end of such Fiscal Year:
 - (A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount, the principal amount remaining Outstanding and the interest amount remaining Outstanding;
 - (B) The amounts in the funds and accounts securing the Bonds; and
 - (C) The assets and liabilities of the Trust Estate.

(ii) The principal and interest paid on the Bonds during such Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(iii) Any changes to the land use designation for the property in Improvement Area #3 from the purposes identified in the Service and Assessment Plan.

(iv) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Improvement Area #3 Assessments.

(v) The aggregate taxable assessed valuation for parcels or lots within Improvement Area #3 based on the most recent certified tax roll available to the Issuer.

(vi) With respect to single-family residential lots, until building permits have been issued for parcels or lots representing, in the aggregate, ninety-five percent (95%) of the total Improvement Area #3 Assessments levied, the Annual Financial Information (in the SAP Update or otherwise) shall include the following:

(A) the number of new homes completed in Improvement Area #3 during such Fiscal Year; and

(B) the aggregate number of new homes completed within Improvement Area #3 since filing the initial Annual Issuer Report for the Fiscal Year ended September 30, 2025.

(vii) Listing of any property or property owners in Improvement Area #3 representing more than five percent (5%) of the levy of Improvement Area #3 Assessments, the amount of the levy of Improvement Area #3 Assessments against such landowners, and the percentage of such Improvement Area #3 Assessments relative to the entire levy of Improvement Area #3 Assessments, all as of the October 1 billing date for the Fiscal Year.

(viii) Collection and delinquency history of the Improvement Area #3 Assessments for the past five Fiscal Years, in substantially the following format:

Collection and Delinquent History of Improvement Area #3 Assessments

Collected in Fiscal Year	Improvement Area #3 Assessment			Delinquent Amount	Delinquent Percentage	Delinquent Amount	Delinquent Percentage	Total Improvement Area #3 Assessments
<u>Ending 9/30</u>	<u>Billed</u>	<u>Levied</u>	<u>as of 3/1</u>	<u>as of 3/1</u>	<u>as of 3/1</u>	<u>as of 9/1</u>	<u>as of 9/1</u>	<u>Collected⁽¹⁾</u>
20__								
20__								
20__								
20__								
20__								

⁽¹⁾ Collected as of _____, 20__. Includes \$_____ attributable to Prepayments

(ix) For each calendar year, if the total amount of Annual Installments that are delinquent as of September 1 in such calendar year is equal to or greater than ten percent (10%) of the total amount of Annual Installments due in such calendar year, a list of parcel numbers for which the Annual Installments are delinquent.

(x) Total amount of Prepayments collected, as of February 15 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(xi) The amount of delinquent Improvement Area #3 Assessments by Fiscal Year:

(A) which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted);

(B) for which foreclosure proceedings have been instituted but have not been concluded;

(C) which have been reduced to judgment but not collected;

(D) which have been reduced to judgment and collected; and

(E) the result of any foreclosure sales of assessed property within Improvement Area #3 if the assessed property sold at a foreclosure sale represents more than five percent (5%) of the total amount of Improvement Area #3 Assessments.

(xii) 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) If not provided with the financial information provided under subsection 4(a) above, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If such audited financial statements are not complete within the time period specified in subsection 4(a) above, 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 Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Issuer Reports under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
7. Modifications to rights of Owners, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer.
13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The Issuer does not intend for any sale by the Developer of real property within Improvement Area #3 in the ordinary course of the Developer's business to be considered a significant event for the purposes of number 10 above.

Any event described in number 12 above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in numbers 15 and 16 above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

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 to 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.

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 (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 5. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, 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 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 the Business Day immediately following the day on which it receives written instructions from the Issuer. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to

investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, 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 paragraphs (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 Dissemination Agent and the Administrator may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent and the Administrator may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be BOKF, NA. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Trustee (at the 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 Developer by the Developer, and a default under the Disclosure Agreement of Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitations the Annual Issuer Report) prepared by the Issuer 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 Developer or from Annual Collection Costs collected from the property owners in Improvement Area #3, 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 Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The 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 Issuer 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 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) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Annual Collection Costs collected from the property owners in Improvement Area #3, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as

and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an “obligated person” under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY OTHER 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 Improvement Area #3 Assessments and the anticipated procedures for pursuing the collection of delinquent Improvement Area #3 Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Improvement Area #3 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 Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator, or Dissemination Agent in other than that person’s official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for

its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, 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 #3, 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 and Venue. 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 Hays County, 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.

(Signature pages follow)

CITY OF KYLE, TEXAS

By: _____
City Manager

BOKF, NA
(as Dissemination Agent)

By: _____
Authorized Officer

P3WORKS, LLC
(as Administrator)

By: _____
Authorized Officer

EXHIBIT A

**NOTICE TO MSRB OF FAILURE TO FILE
ANNUAL ISSUER REPORT**

Name of Issuer: City of Kyle, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2025
(6 Creeks Public Improvement District Improvement Area #3B
Project)(the “Bonds”)
CUSIP Nos.: [insert CUSIP Numbers]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that the City of Kyle, Texas (the “Issuer”), has not provided [an Annual Issuer Report][annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer dated as of February 1, 2025, between the Issuer, P3Works, LLC, as “Administrator” and BOKF, NA, as “Dissemination Agent.” The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by _____.

Dated: _____

BOKF, NA,
on behalf of the City of Kyle, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Kyle, Texas

EXHIBIT B

**CITY OF KYLE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(6 CREEKS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3B PROJECT)**

ANNUAL ISSUER REPORT*

Delivery Date: _____, 20__

CUSIP Nos.: [insert CUSIP Numbers]

DISSEMINATION AGENT

Name: BOKF, NA
Address: _____
City: _____
Telephone: (____) ____-____
Contact Person: Attn: _____

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

Section 4(a)(i)(C)

ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE

ASSETS

Bond Proceed Balance, if any _____
 Funds and Accounts [list] _____
 TOTAL ASSETS _____

LIABILITIES

Outstanding Bond Principal _____
 Outstanding Expenses (if any) _____
 TOTAL LIABILITIES _____

EQUITY

Assets Less Liabilities _____

**OUTSTANDING IMPROVEMENT
 AREA #3 ASSESSMENTS**

Form of Accounting Cash Accrual Modified Accrual
 Audited Unaudited

**ITEMS REQUIRED BY SECTIONS 4(a)(ii) – (vii) OF THE CONTINUING DISCLOSURE
 AGREEMENT OF ISSUER RELATING TO THE CITY OF KYLE, TEXAS SPECIAL
 ASSESSMENT REVENUE BONDS, SERIES 2025 (6 CREEKS PUBLIC IMPROVEMENT
 DISTRICT IMPROVEMENT AREA #3B PROJECT)**

[Insert a line item for each applicable listing]

**SECTION 4(a)(viii) COLLECTION AND DELINQUENCY HISTORY OF THE
 IMPROVEMENT AREA #3 ASSESSMENTS FOR THE PAST FIVE FISCAL YEARS, IN
 THE FOLLOWING FORMAT:**

Collection and Delinquent History of Improvement Area #3 Assessments

Collected in Fiscal Year <u>Ending 9/30</u>	Improvement		Delinquent Amount <u>as of 3/1</u>	Delinquent Percentage <u>as of 3/1</u>	Delinquent Amount <u>as of 9/1</u>	Delinquent Percentage <u>as of 9/1</u>	Total Improvement
	Area #3 Assessment <u>Billed</u>	Parcels <u>Levied</u>					Area #3 Assessments <u>Collected⁽¹⁾</u>
20__							
20__							
20__							
20__							
20__							\$

⁽¹⁾ Collected as of _____, 20___. Includes \$ _____ attributable to Prepayments

**ITEMS REQUIRED BY SECTIONS 4(a)(ix) – (xii) OF THE CONTINUING
DISCLOSURE AGREEMENT OF ISSUER RELATING TO THE CITY OF KYLE,
TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (6 CREEKS
PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3B PROJECT)**

[Insert a line item for each applicable listing]

*Excluding Audited Financial Statements of the Issuer

EXHIBIT C

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES¹

Date	Delinquency Clock (Days)	Activity
January 31		Annual Installments of Improvement Area #3 Assessments are due.
February 1	1	Annual Installments of Improvement Area #3 Assessments Delinquent if not received.
February 15	15	<p>Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter.</p> <p>Issuer and/or Administrator should be aware of actual and specific delinquencies.</p> <p>Issuer and/or Administrator should be aware if Reserve Fund needs to be utilized for debt service payments on March 1. If there is to be a shortfall, the Trustee and Dissemination Agent should be immediately notified in writing.</p> <p>Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment.</p> <p>Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual collections will be fully adequate for debt service in March and September.</p> <p>At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Annual Installments of Improvement Area #3 Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. For properties delinquent by more than one year or if the</p>

¹ Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Improvement Area #3 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 Hays 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.

delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure.

If there are over 5% delinquencies or if there is inadequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties.

March 1

29/30

Trustee pays bond interest payments to Owners.

Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection rate.

Issuer, or the Trustee, on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw on the Reserve Fund for debt service.

Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.

Issuer determines whether or not any Annual Installments of Improvement Area #3 Assessments 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 of Improvement Area #3 Assessments.

March 20

48/49

If any property owner with ownership of property responsible for more than \$10,000 of the Annual Installments of Improvement Area #3 Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Annual Installments of Improvement Area #3 Assessments.

April 15	74/75	Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent of the commencement of preliminary foreclosure activity. If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.
May 1	90/91	If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the Owners under Section 9.2 of the Master Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
May 15	104/105	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those Owners who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than June 1 (day 121/122).
June 15	135/136	Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Owners.
July 1	151/152	Foreclosure action to be filed with the court. If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than twenty-five percent (25%) of the Owners may request a meeting with the City Manager, Assistant City Manager or the Director of Finance to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed five percent (5%), Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Annual Installments of Improvement Area #3 Assessments.

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APPENDIX E-2

FORM OF DISCLOSURE AGREEMENT OF THE DEVELOPER

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**CITY OF KYLE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(6 CREEKS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3B PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER

This Continuing Disclosure Agreement of Developer dated as of February 1, 2025 (this “Disclosure Agreement”) is executed and delivered by and among HM 6 Creeks Development, Inc., a Texas corporation (the “Developer”), P3Works, LLC (the “Administrator”), and BOKF, NA, acting solely in the capacity of dissemination agent (the “Dissemination Agent”) with respect to the “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2025 (6 Creeks Public Improvement District Improvement Area #3B Project)” (the “Bonds”). The 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 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 Master Indenture of Trust, dated as of October 15, 2021 (the “Master Indenture”), as supplemented by the First Supplemental Indenture, dated as of October 15, 2021 (the “First Supplemental Indenture”) and the Second Supplemental Indenture, dated as of February 1, 2025 (the “Second Supplemental Indenture” and together with the Master Indenture, the “Indenture”) relating to the Bonds, 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:

“Administrator” shall mean the Issuer or third-party designee of the Issuer who is not an officer or employee thereof, who shall have the responsibilities provided in the Service and Assessment Plan, this Master Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District.

“Agreement of Sale and Purchase” shall mean, with respect to lots or land within Improvement Area #3 of the District, any agreement of sale and purchase between a Homebuilder and the Developer to purchase lots or to purchase land.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Installment(s)” shall have the meaning assigned to such term in the Indenture.

“Annual Service Plan Update” shall mean the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

“Bonds” shall mean the Issuer’s bonds entitled “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2025 (6 Creeks Public Improvement District Improvement Area #3B Project).”

“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.

“Certification Letter” shall mean a certification letter provided by the Developer or Significant Homebuilder, if any, pursuant to Section 3, in substantially the form attached as Exhibit D.

“Designated Successors and Assigns” shall mean (i) an entity to which Developer assigns (in writing) its rights and obligations contained in the Financing Agreement, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Developer’s assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Developer.

“Developer” means HM 6 Creeks Development, Inc., a Texas corporation, and its respective successors and assigns.

“Disclosure Agreement of Issuer” shall mean the Continuing Disclosure Agreement of the Issuer, dated as of February 1, 2025, executed and delivered by and among the Issuer, the Administrator and the Dissemination Agent.

“Dissemination Agent” shall mean BOKF, NA, 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 have the meaning assigned to such term in the Indenture.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“Financing Agreement” means that certain Blanco River Ranch Public Improvement District Financing Agreement, effective July 18, 2017 (the “Original Financing Agreement”), as amended by the First Amendment to the 6 Creeks Public Improvement District Financing Agreement, effective as of April 16, 2019 (the “Amended Financing Agreement”) executed and delivered by the Issuer, the Developer, HMBRR Development, Inc., HMBRR, LP, and HMBRR LP #2, and the Partial Assignment and Assumption of Rights and Obligations Under 6 Creeks Public Improvement District Financing Agreement (the “Partial Assignment of the Financing Agreement” and, collectively, the “Financing Agreement”), effective September 23, 2020, further partially assigning, with respect to the land within Improvement Area #3, to the Developer.

“Homebuilder(s)” shall mean any merchant homebuilder who enters into an Agreement of Sale and Purchase with the Developer, and the successors and assigns of such homebuilder under such Agreement of Sale and Purchase.

“Improvement Area #3” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #3 Assessments” shall have the meaning assigned to the term “Assessment” in the Indenture.

“Improvement Area #3 Projects” shall have the same meaning assigned to such term in the Indenture.

“Issuer” shall mean the City of Kyle, Texas.

“Listed Events” shall mean any of the events listed in Sections 4(a) and 4(b) 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 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.

“Private Improvements” shall mean the community center, swimming pool and related improvements to be constructed by or on behalf of the Developer within the District to be owned and/or operated by a homeowners association.

“Quarterly Ending Date” shall mean each March 31, June 30, September 30 and December 31, beginning June 30, 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 substantially similar to that attached as Exhibit A hereto.

“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 mean the original Service and Assessment Plan approved by the City Council on September 18, 2018, as most recently updated, amended and restated by the 2025 Amended and Restated Service and Assessment Plan passes and approved by the City Council on February 4, 2025, as same may be further amended, updated, supplemented or otherwise modified from time to time.

“Significant Homebuilder” shall mean a Homebuilder that then owns ten (10) or more lots within Improvement Area #3.

“Significant Homebuilder Listed Event(s)” shall have the meaning set forth in Section 4(b) of this Disclosure Agreement.

“Trustee” shall mean BOKF, NA, Houston, Texas, a national banking association, and its successors, duly organized and validly existing under the laws of the United States of America, solely in its capacity as Trustee hereunder, and any other corporation or association that may at any time be substituted in its place, as provided in the Indenture, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

SECTION 3. Quarterly Reports.

(a) The Developer 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 with June 30, 2025, the information required for the preparation of the Quarterly Report (the “Quarterly Information”). The Developer shall provide, or cause to be provided, such Quarterly Information until the Developer’s obligations terminate pursuant to Section 6 of this Disclosure Agreement.

(b) The Administrator shall (i) prepare each Quarterly Report with the Quarterly Information provided by the Developer pursuant to subsection (a) above and (ii) provide to the Developer each Quarterly Report for review no later than twenty-five (25) days prior to each Quarterly Filing Date. The Developer shall review the Quarterly Report and, upon such review, shall promptly, but no later than five (5) days prior to each Quarterly Filing Date, provide to the Administrator the Certification Letter and authorize the Administrator to provide such Quarterly Report and Certification Letter to the Issuer and Dissemination Agent pursuant to subsection (c) below. In all cases, the Developer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all of the Quarterly Information contained in the Quarterly Report.

(c) The Administrator shall provide to the Dissemination Agent, not less than five (5) days prior to each Quarterly Filing Date, the Quarterly Report containing the information described in this Section 3 and the Certification Letter provided by the Developer. The Dissemination Agent shall file the Quarterly Report and the Certification Letter with the MSRB and provide a copy of such report to the Issuer and the Participating Underwriter within five (5) days of the Dissemination Agent’s receipt thereof pursuant to this subsection 3(c); provided, however, that the Quarterly Report and the Certification Letter must be submitted to the MSRB not later than each Quarterly Filing Date. In the event that the Developer or the Administrator does not provide the information required by subsection (a) or (b) of this Section, 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 notice from the Developer or Administrator, as applicable, file a notice of failure to provide Quarterly Information or failure to file a Quarterly Report with the MSRB in substantially the form attached as Exhibit B, as soon as practicable. If the Developer timely provides the required Quarterly Information to the Administrator as described in this Section 3, the failure of the Administrator to provide the information to the Dissemination Agent, or the failure of the Dissemination Agent to provide such information to the Participating Underwriter in a timely manner, shall not be deemed a default by the Developer under this Disclosure Agreement.

(d) Such Quarterly Report shall be in a form similar to that as attached in Exhibit A hereof and shall include:

(i) The number of acres of land, parcels and/or lots in Improvement Area #3 subject to the Improvement Area #3 Assessments as of the Quarterly Ending Date;

(ii) The landowner composition of Improvement Area #3, including:

A. The number of parcels and/or lots owned by each type of landowner (i.e., Developer or Homebuilder), broken down by planned and actual parcels and/or lots;

B. The percentage of Annual Installments of Improvement Area #3 Assessments relative to the total Annual Installments of Improvement Area #3 Assessments for each type of landowner, as of the Quarterly Ending Date;

C. The number of acres of land owned by each type of landowner;

D. A listing of all Homebuilders, and the percentage of each Homebuilder's and the Developer's Annual Installments of Improvement Area #3 Assessments relative to the total Annual Installments of Improvement Area #3 Assessments, as of the Quarterly Ending Date; and

E. An explanation as to any change to the number of parcels and/or lots within Improvement Area #3 from the prior Quarterly Ending Date; and

(iii) For each parcel designated as single family residential, lot absorption statistics, including:

A. The number of lots platted in Improvement Area #3, on a current quarter and running total basis;

B. The number of finished lots in Improvement Area #3 (i) previously owned by the Developer closed with a Homebuilder or (ii) owned by a Homebuilder but constructed by Developer, on a current quarter and the increase over prior quarter;

C. The number of lots in Improvement Area #3 owned by the Developer under contract with a Homebuilder;

D. The number of lots in Improvement Area #3 owned by the Developer not closed or under contract with a Homebuilder; and

E. An explanation as to any change to the number of lots planned to be developed in Improvement Area #3 by the Developer or any Homebuilder;

(iv) For each parcel designated as single family residential, for each Homebuilder, on a current quarter or running total basis:

A. The number of homes under construction in Improvement Area #3;

B. The number of homes constructed, but not under contract with homebuyers, in Improvement Area #3;

C. The number of homes under contract with homebuyers;

D. The number of homes closed with homebuyers (delivered to end users) in Improvement Area #3;

E. The increase in the number of homes closed with homebuyers (delivered to end users) in Improvement Area #3 from the prior Quarterly Ending Date;

F. The average sales price of homes; and

G. The number of completed homes in inventory not closed or under contract.

(v) With respect to the Private Improvements to be developed for use by the single family residential parcels:

A. Total expected construction budget;

B. Total costs spent to date;

C. Status of construction;

D. Expected or actual construction start date; and

E. Expected or actual construction completion date;

(vi) Materially adverse changes or determinations to permits/approvals for the development of Improvement Area #3 which necessitate changes to the land use plans of the Developer; and

(vii) The occurrence of any new or modified mortgage debt on the land owned by the Developer within Improvement Area #3, including the amount, interest rate and terms of repayment.

(e) With respect to the Improvement Area #3 Projects, the Developer shall provide or cause to be provided the following information to the Administrator for inclusion in each Quarterly Report:

- (i) Total construction budget, including:
 - A. Budgeted and actual total costs of all Improvement Area #3 Projects;
 - B. Budgeted and actual total costs of the Improvement Area #3 Projects financed with the Bonds; and
 - C. Budgeted and actual total costs of Improvement Area #3 Projects financed with other sources of funds (non-bond financed);
- (ii) Total expected costs for design and engineering to be completed after delivery of the Bonds;
- (iii) Forecast construction milestones by date;
- (iv) Construction budget allocated to each progress milestone;
- (v) Forecast completion date; and
- (vi) Issuer acceptance date.

SECTION 4. Event Reporting Obligations of Developer.

(a) Pursuant to the provisions of this Section 4, each of the following occurrences is a Listed Event with respect to the Bonds:

- (i) Failure to pay any real property taxes or Improvement Area #3 Assessments levied within Improvement Area #3 on a parcel owned by the Developer; provided, however, that the exercise of any right of the Developer as a landowner within Improvement Area #3 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 Listed Event under this Section 4 nor a breach or default of this Disclosure Agreement;
- (ii) Material damage to or destruction of any development or improvements within Improvement Area #3, including the Improvement Area #3 Projects and the Private Improvements;
- (iii) Material default by the Developer on any loan with respect to the development or permanent financing of Improvement Area #3 undertaken by the Developer;
- (iv) Material default by the Developer on any loan secured by property within Improvement Area #3 owned by the Developer;
- (v) The bankruptcy, insolvency or similar filing of the Developer or any determination that the Developer is unable to pay its debts as they become due;
- (vi) The consummation of a merger, consolidation, or acquisition of the Developer, or the sale of all or substantially all of the assets of the Developer, 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 Developer that may adversely affect the completion of development of Improvement Area #3 or litigation that may materially adversely affect the financial condition of the Developer; and

(viii) Any change in the legal structure, chief executive officer or controlling ownership of the Developer.

(b) Pursuant to the provisions of this Section 4, each of the following occurrences related to any Significant Homebuilder is a Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Improvement Area #3 Assessments levied within Improvement Area #3 on a lot or parcel owned by such Significant Homebuilder; provided, however, that the exercise of any right of such Significant Homebuilder as a landowner within Improvement Area #3 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 Listed Event under this Section 4 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 of such Significant Homebuilder or the sale of all or substantially all of the assets of such Significant Homebuilder, other than in the ordinary course of business;

(iv) Any change in the type of legal entity, chief executive officer or controlling ownership of such Significant Homebuilder; and

(v) Early termination of or material default by such Significant Homebuilder under an Agreement of Sale and Purchase.

The Developer shall use commercially reasonable efforts to: (1) cause each Significant Homebuilder to provide prompt notice to the Developer of the occurrence of each Significant Homebuilder Listed Event related to such Significant Homebuilder, and (2) otherwise promptly become aware of the occurrence of each Significant Homebuilder Listed Event. Without limiting the generality of the immediately preceding sentence, commercially reasonable efforts in such regard shall include, but not be limited to, ensuring that each Agreement of Sale and Purchase that is executed after the date hereof contains a provision obligating the applicable Significant Homebuilder to provide prompt notice to the Developer of the occurrence of each Significant Homebuilder Listed Event related to such Significant Homebuilder.

(c) Whenever the Developer obtains knowledge of the occurrence of a Listed Event, the Developer shall promptly, and not more than five (5) Business Days after the Developer obtains such knowledge, notify the Issuer, the Administrator and the Dissemination Agent in writing and the

Developer 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 of the occurrence of such Listed Event.

Any notice under the preceding paragraph shall be accompanied with the text of the disclosure that the Developer desires to make, the written authorization of the Developer for the Dissemination Agent to disseminate such information as provided herein, and the date the Developer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the Developer obtains knowledge of the Listed Event).

In all cases, the Developer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the Developer 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 of the occurrence of the Listed Event.

(d) 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 the Issuer, the Developer and the Significant Homebuilder, if applicable, 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 Developer or Significant Homebuilder, as applicable 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 Developer or Significant Homebuilder, as applicable, 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 Developer or Significant Homebuilder, as applicable 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 Issuer, the Developer, the Significant Homebuilder, 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.

(e) If the Dissemination Agent has been instructed by the Developer in accordance with subsection (c) of this Section 4 to report the occurrence of a Listed Event as identified in subsections (a) or (b) of this Section 4, the Dissemination Agent shall file, subject to written consent by the Issuer, a notice of such occurrence with the MSRB within one (1) Business Day of its receipt of such written instructions from the Developer.

SECTION 5. Assumption of Reporting Obligations by Designated Successors and Assigns.

The Developer and all Designated Successors and Assigns, if any, shall cause each of their respective Designated Successors and Assigns to assume the reporting obligations of the Developer under this Disclosure Agreement.

SECTION 6. Termination of Reporting Obligations.

(a) The reporting obligations of the Developer under this Disclosure Agreement shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, or (ii) the Issuer's issuance of the certificate of occupancy for the last lot or parcel within Improvement Area #3.

(b) Upon receipt of written notice from the Developer or Issuer that the reporting obligations of the Developer have terminated in accordance with subsection (a) of this Section 6, the Administrator shall provide written notice to the Developer, the Issuer, the Trustee and the Dissemination Agent in substantially the form attached as Exhibit C, thereby, terminating the Developer's reporting obligations under this Disclosure Agreement (the "Termination Notice"). If such Termination Notice 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 Developer, and the Participating Underwriter on or before the next succeeding Quarterly Filing Date.

(c) 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 the Developer's and all Significant Homebuilders', if any, reporting obligations in accordance with subsection (a) and (b) of this Section 6 and any Termination Notice required by subsection (b) of this Section 6 has been provided to the MSRB, the Issuer, the Trustee, the Developer or Significant Homebuilder, as applicable, and the Participating Underwriter.

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 the obligations of the Developer, Significant Homebuilder, if any, and the Administrator under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be BOKF, NA.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the 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 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 the Developer or any Significant Homebuilder, 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 Developer. The 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 8 to the Issuer, the Administrator, the Dissemination Agent, and the Participating Underwriter.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Developer or any Significant Homebuilder, if any, 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 the Developer or Significant Homebuilder 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, the Developer or the Significant Homebuilder, as applicable, shall have no 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 10. Content of Disclosures. In all cases, the Developer or Significant Homebuilder, as applicable, 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 9 of this Disclosure Agreement.

SECTION 11. Default. In the event of a failure of the Developer or Administrator to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction), or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Developer and/or Administrator 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 Developer or Administrator to comply with this Disclosure Agreement shall be an action to mandamus or specific performance. A default under this Disclosure Agreement by the Developer shall not be deemed a default under the Disclosure Agreement of Issuer by the Issuer, and a default under the Disclosure Agreement of Issuer by the Issuer shall not be deemed a default under this Disclosure Agreement by the Developer or Administrator.

SECTION 12. 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 Quarterly Report) prepared by the Developer, Significant Homebuilder and/or the Administrator 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. The Developer agrees to 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 breach, negligence or willful misconduct. The obligations of the Developer 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 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) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. The 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 Developer 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.

(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 OR THE DEVELOPER 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 OTHER PARTY TO THIS DISCLOSURE AGREEMENT OR A SIGNIFICANT HOMEBUILDER 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 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Developer, any Significant Homebuilder, if any, 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 Developer, any Significant Developer, the Administrator or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Developer, any Significant Homebuilder, 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 16. 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 updates to the Service and Assessment Plan. 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 #3, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

SECTION 17. 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 updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of Improvement Area #3, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Governing Law and Venue. 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 Hays County, Texas.

SECTION 19. Notice. Any written notice required to be given or made hereunder among or between any of the Reporting Parties, the Administrator, the Dissemination Agent and/or Participating Underwriter, 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 the required notice is provided or delivered by e-mail, the sender must request a read or delivery receipt from the recipient confirming that the recipient received the e-mail or the e-mail was delivered with such notice. Failure of any party to this Disclosure Agreement or Significant Homebuilder to provide proof of an e-mail read receipt or delivery receipt does not constitute a breach or default by such party or Significant Homebuilder under this Disclosure Agreement.

If to Developer: HM 6 Creeks Development, Inc., a Texas corporation
Attn: Jay Hanna, President
1011 North Lamar Blvd.
Austin, TX 78703
E-mail: Jay@JayHanna.com

If to the Dissemination Agent or Trustee: BOKF, NA
1401 McKinney Street, Suite 1000
Houston, Texas 77010
E-mail: rachel.roy@bankoftexas.com

If to 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 Kyle, Texas
100 W. Center Street
Kyle, Texas 78640
E-mail: pmoheet@cityofkyle.com

If to Participating Underwriter: FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034
E-mail: tdavenport@fmsbonds.com

SECTION 20. 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 Developer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

(Signature pages follow.)

BOKF, NA
(as Dissemination Agent)

By: _____
Authorized Officer

HM 6 CREEKS DEVELOPMENT, INC.,
a Texas corporation,
(as Developer)

By:

By:

By: _____

P3WORKS, LLC
(as Administrator)

By: _____
Name: _____
Title: _____

EXHIBIT A

**CITY OF KYLE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(6 CREEKS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3B PROJECT)**

**DEVELOPER QUARTERLY REPORT
[INSERT QUARTERLY ENDING DATE]**

Delivery Date: _____, 20__

CUSIP Numbers: [Insert CUSIP Numbers]

DISSEMINATION AGENT

Name: _____
Address: _____
Issuer: _____
Telephone: _____
Contact Person: _____

TABLE 3(d)(i)

ASSESSMENT PER LOT TYPE OVERVIEW (as of [Insert Quarterly Ending Date])	
NUMBER OF PARCELS AND/OR LOTS IN IMPROVEMENT AREA #3 SUBJECT TO ASSESSMENTS:	
Lot Type	
55' x 120'	
60' x 120'	
70' x 120'	
[Future SF Lots]	
Total SF Lots:	

[Remainder of page intentionally left blank]

TABLE 3(d)(ii)

LANDOWNER COMPOSITION (as of [<i>Insert Quarterly Ending Date</i>]) OF IMPROVEMENT AREA #3				
Developer Composition	Planned Parcels/Lots	Actual Parcel/Lots	% of Annual Installments	Acreage
Owned by Homebuilder				
55' x 120'				
60' x 120'				
70' x 120'				
<i>Total Homebuilder Owned Lots:</i>				
Owned by Developer				
55' x 120'				
60' x 120'				
70' x 120'				
<i>Total Developer Owned SF Lots:</i>				
<i>Total Development</i>				
Notations: - Listing of all Homebuilders and the percentage of each Homebuilder's and the Developer's Annual Installments of Assessments relative to the total Annual Installments of Assessments, as of the [<i>Insert Quarterly Ending Date</i>] - Explanation as to any change to the number of parcels and/or lots within Improvement Area #3 from the prior Quarterly Ending Date				

[Remainder of page intentionally left blank]

FOR EACH PARCEL DESIGNATED AS SINGLE FAMILY RESIDENTIAL:

TABLE 3(d)(iii)

DEVELOPER ABSORPTION STATISTICS FOR SINGLE FAMILY RESIDENTIAL IN IMPROVEMENT AREA #3					
	Number of Platted Lots	Closed to Homebuilder or owned by Homebuilder	Increase from [<i>insert prior Quarterly Ending Date</i>]	Under Contract w/ Homebuilder	Not Closed or Under Contract
Quarter Ending _____, 20__					
55' x 120'					
60' x 120'					
70' x 120'					
Total Lots:					
Total Absorption:					
55' x 120'			N/A	N/A	N/A
60' x 120'			N/A	N/A	N/A
70' x 120'			N/A	N/A	N/A
Total Lots:			N/A	N/A	N/A
Notation: - Explanation as to any changes to the number of lots planned to be developed in Improvement Area #3 by the Developer or Homebuilder					

[Remainder of page intentionally left blank]

TABLE 3(d)(iv)

<p align="center">HOMEBUILDER ABSORPTION STATISTICS FOR SINGLE FAMILY RESIDENTIAL IN IMPROVEMENT AREA #3</p>							
	Under Construction	Fully Constructed	Under Contract w/ End-User	Closed to End-user	Increase from [insert prior Quarterly Ending Date]	Average Sales Price of Home	Inventory not Closed or Under Contract
Quarter Ending _____, 20__							
[Homebuilder]							
55' x 120'							
60' x 120'							
70' x 120'							
Total Lots:						N/A	
Total Absorption:							
55' x 120'							
60' x 120'							
70' x 120'							
Total Lots:						N/A	
<p>Notation: - Create table for each Homebuilder</p>							

[Remainder of page intentionally left blank]

STATUS OF DEVELOPMENT:

TABLE 3(d)(v)

STATUS OF PRIVATE IMPROVEMENTS					
Private Improvement	Expected Construction Budget	Total Costs Spent to Date	Status of Construction	Expected or Actual Construction Start Date	Expected or Actual Construction Completion Date

TABLE 3(d)(vi)

PERMITS/APPROVALS	
Change or Determination to Permit/Approval	Description of the Change to the Land Use Plan

TABLE 3(d)(vii)

OCCURRENCE OF ANY NEW OR MODIFIED MORTGAGE DEBT				
Borrower	Lender	Amount	Interest Rate	Repayment Terms

[Remainder of page intentionally left blank]

STATUS OF IMPROVEMENT AREA #3 PROJECTS:

TABLE 3(e)

IMPROVEMENT AREA #3 PROJECTS OVERVIEW		
	Budgeted	Actual
Total Costs required to complete Improvement Area #3 Projects:	\$ _____	\$ _____
Cost of Improvement Area #3 Projects Financed with the Bonds:	\$ _____	\$ _____
Cost of Improvement Area #3 Projects Financed with other Sources of Funds (non-bond financed):	\$ _____	\$ _____
Notations (information pursuant to 3(e)(ii) – (vi)): <ul style="list-style-type: none"> - Total expected costs for design and engineering to be completed after delivery of the Bonds - Forecast construction milestones by date - Construction budget allocated to such milestones - Forecast completion date - Issuer acceptance date 		

[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 Kyle, Texas
Name of Bond: Special Assessment Revenue Bonds, Series 2025
Issue: (6 Creeks Public Improvement District Improvement Area #3B Project)
(the “Bonds”)
CUSIP Numbers: [insert CUSIP Numbers]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that HM 6 Creeks Development, Inc., a Texas corporation¹ (the “Developer”) 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 Developer dated February 1, 2025, by and among the Developer, P3Works, LLC, as the “Administrator” and BOKF, NA, as “Dissemination Agent”. The [Developer][Significant Homebuilder] anticipates that the [Quarterly Information][Quarterly Report] will be [provided][filed] by _____.

Dated: _____

BOKF, NA
on behalf of the Developer
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Kyle, Texas

¹ If applicable, replace with applicable Designated Successors and Assigns.

EXHIBIT C

TERMINATION NOTICE

[DATE]

Name of Issuer: City of Kyle, Texas
 Name of Bond Issue: Special Assessment Revenue Bonds, Series 2025
 (6 Creeks Public Improvement District
 Improvement Area #3B Project)
 CUSIP Numbers: [insert CUSIP Numbers]
 Date of Delivery: _____, 20__

FMSbonds, Inc.
 5 Cowboys Way, Suite 300-25
 Frisco, Texas 75034

BOKF, NA
 1401 McKinney Street, Suite 1000
 Houston, Texas 77010

City of Kyle, Texas
 100 W. Center Street
 Kyle, Texas 78640

NOTICE IS HEREBY GIVEN by HM 6 Creeks Development, Inc., a Texas corporation¹ (the “Developer”), that the City of Kyle, Texas has issued the certificate of occupancy for the last lot or parcel (excluding lots utilized for model homes upon which a model home has actually been constructed) within Improvement Area #3 (as defined in the hereinafter defined Continuing Disclosure Agreement), thereby terminating the Developer’s reporting obligations under the Continuing Disclosure Agreement of Developer (the “Continuing Disclosure Agreement”), dated February 1, 2025, by and among the Developer, P3Works, LLC and BOKF, NA (the “Dissemination Agent”).

Dated: _____

P3Works, LLC
 on behalf of the Developer
 (as Administrator)

By: _____

Title: _____

¹ If applicable, replace with applicable Designated Successors and Assigns.

EXHIBIT D

CERTIFICATION LETTER

[DATE]

Name of Issuer: City of Kyle, Texas
 Name of Bond Issue: Special Assessment Revenue Bonds, Series 2025
 (6 Creeks Public Improvement District
 Improvement Area #3B Project)
 CUSIP Nos.: [insert CUSIP NOs.]
 Quarterly Ending Date: _____, 20__

Re: Quarterly Report for 6 Creeks Public Improvement District

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of the Developer dated as of February 1, 2025 by and among HM 6 Creeks Development, Inc., a Texas corporation¹ (the “Developer”), P3Works, LLC (the “Administrator”) and BOKF, NA (the “Dissemination Agent”), this letter constitutes the certificate stating that the Quarterly Information, provided by the [Developer] [_____, as a “Significant Homebuilder”), contained in this Quarterly Report herein submitted by the Administrator, on behalf of the [Developer][Significant Homebuilder], constitutes the [portion of the] Quarterly Report required to be furnished by the [Developer][Significant Homebuilder]. Any and all Quarterly Information, provided by the [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.

HM 6 Creeks Development, Inc., a Texas corporation

By: _____
Title: _____

OR

[SIGNIFICANT HOMEBUILDER]
(as Significant Homebuilder)

By: _____
Title: _____

¹ If applicable, replace with applicable Designated Successors and Assigns.

APPENDIX F

FINANCING AGREEMENT

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**BLANCO RIVER RANCH PUBLIC IMPROVEMENT DISTRICT
FINANCING AGREEMENT**

This Blanco River Ranch Public Improvement District Financing Agreement (this “**Agreement**”), dated as of July 18, 2017, (the “**Effective Date**”), is entered into between HMBRR Development, Inc., a Texas corporation, HMBRR, L.P., a Texas limited partnership, and HMBRR LP #2, a Texas limited partnership (including their Designated Successors and Assigns, collectively the “**Owner**”), and the City of Kyle, Texas (the “**City**”), acting by and through its authorized representative (collectively, the “**Parties**”).

Recitals:

WHEREAS, HMBRR Development, Inc., owns approximately 61.49 acres, which is more particularly described in attached Exhibit “B-1”;

WHEREAS, HMBRR, LP, owns approximately 188.51 acres, which is more particularly described in attached Exhibit “B-2”;

WHEREAS, HMBRR, LP #2, owns approximately 608.7 acres, which is more particularly described in attached Exhibit “B-3”;

WHEREAS, the term “**Property**” means and refers to the 858.7 acres so owned by HMBRR Development, Inc., HMBRR, LP and HMBRR LP #2;

WHEREAS, it is intended that the Property will be developed as a single family residential development (the “**Project**”);

WHEREAS, the Kyle City Council (“**City Council**”) authorized the formation of the Blanco River Ranch Public Improvement District (the “**District**”) on June 6, 2017, pursuant to City resolution no. 1065 in accordance with the PID Act (as defined in Exhibit “A”);

WHEREAS, pursuant to the terms of this Agreement, the City has agreed to allow financing of certain public improvements conferring special benefits to the Property via a public improvement district;

WHEREAS, the Owner proposes to construct certain improvements over time to serve Property located in the District (or portions thereof) and transfer some or all of those improvements to the City or County in accordance with the terms and provisions of this Agreement;

WHEREAS, contemporaneously herewith the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), at the request, and with the consent, approval, and agreement of, the Owner, adopt a form of the Service and Assessment Plan (as defined herein) that provides for the construction and financing of certain public improvements conferring special benefits within the District pursuant to the Service and

Assessment Plan, payable in whole or in part, by and from assessments levied against property within the District, as more specifically provided for in the Service and Assessment Plan;

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement) levy Assessments on all or a portion of the property located within the District and issue bonds in one or more series for payment of costs associated with construction and/or acquisition of the Authorized Improvements (as defined herein) included in the Service and Assessment Plan, as such plan may be amended from time to time; and

WHEREAS, the City has determined that it is in its best interests to contract with the Owner for the construction of the Authorized Improvements, which will result in the efficient and effective implementation of the Service and Assessment Plan.

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. SCOPE OF AGREEMENT

This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property (Article II), the Construction of Authorized Improvements to be acquired by the City or County (Article III), advancement of construction funds through the issuance of the PID Bonds (defined herein), acquisition and maintenance of Authorized Improvements within the District (Article IV), and the issuance of bonds for the financing of the Authorized Improvements (Article V). Definitions used herein are set forth in attached Exhibit "A" and in the Service and Assessment Plan.

ARTICLE II. APPORTIONMENT, LEVY, AND COLLECTION OF ASSESSMENTS

Section 2.01. Preliminary Matters

(a) On June 6, 2017, the City approved a resolution authorizing the formation of the District. The District includes all of the Property.

(b) The Property may be developed in phases. It is anticipated that some Authorized Improvements will be constructed that benefit only Improvement Area #1 or a Future Improvement Area, while other Authorized Improvements will benefit the entire District. As a result, Assessments will be levied only on Improvement Area #1 and certain Future Improvement Areas from time to time as the development in the District progresses. As such, it is currently contemplated that there will be bonds issued for Improvement Area #1 and Future Improvement Areas: the "**Improvement Area #1 Bonds**," "**Additional Improvement Area #1 Bonds**," and "**Future Improvement Area Bonds**" (all as further defined in Exhibit "A").

(c) The initial Service and Assessment Plan for the Property is attached as Exhibit "C." The Owner acknowledges and agrees that the Service and Assessment Plan must meet the requirements of Texas Local Government Code Sections 372.013 and 372.014 and be

presented to the City Council for review and approval prior to Assessments being levied and PID Bonds being issued. Thereafter, the Service and Assessment Plan will be updated and amended by the City or its Administrator at least once per year, and submitted for the City Council's review and approval. Notwithstanding the above, it is understood and acknowledged by the Parties that the Assessments associated with the Improvement Area #1 Bonds and Additional Improvement Area #1 Bonds are the only Assessments that can currently be addressed with reasonable certainty in the Service and Assessment Plan. As a result, the Service and Assessment Plan will need to be amended over time if any Future Improvement Area Bonds are issued and Future Improvement Areas are developed (and applicable PID Bonds are issued) in accordance with the terms set forth in this Agreement. Nevertheless, the basic terms and methodology described in the Service and Assessment Plan will generally apply to Additional Improvement Area #1 Bonds and Future Improvement Area Bonds.

(d) Assessments on any portion of the Property will bear a direct proportional relationship to and be less than or equal to the special benefit of the Authorized Improvements within the District (or specific Improvement Area, as applicable).

(e) Assessments on any portion of the Property may be adjusted in connection with subsequent PID Bond issues or otherwise so long as the Assessments are determined in accordance with the Service and Assessment Plan.

(f) The Property may also be subject to an Owner's Association assessment.

(g) Promptly following submission to the City of an updated Service and Assessment Plan (or any subsequent amendment or supplement to the Service and Assessment Plan) acceptable in form and substance to the City and to the Owner with respect to the matters therein that require approval by the Owner as provided in this Agreement, the City Council shall consider an Assessment Ordinance relating to the applicable plan or amendment or supplement. If an Assessment Ordinance is adopted, the City shall use reasonable, good faith efforts to expeditiously initiate and approve all necessary documents and ordinances required to effectuate the Service and Assessment Plan and Assessment Ordinance.

Section 2.02. Apportionment and Levy of Assessments

The City intends to levy Assessments on the Property in accordance herewith and with the Service and Assessment Plan (as such plan is amended from time to time) at such time prior to or as PID Bonds are issued in accordance with Article IV hereof. The City's apportionment and levy of Assessments will be made in accordance with the PID Act.

Section 2.03. Collection of Assessments

(a) The City covenants and agrees that it will, as authorized by the PID Act and other applicable law, continuously collect or cause to be collected Assessments levied pursuant to the Service and Assessment Plan during the term of this Agreement in the manner and to the maximum extent permitted by applicable law. The City covenants and agrees that to the extent permitted by applicable law, it will not permit a reduction, abatement, or exemption in the Assessments due on any portion of the Property until the PID bonds related to that particular portion of the Property are no longer outstanding, whether as a result of payment in full,

defeasance, or otherwise. The City shall use best efforts to collect the Assessments consistent with the City's policies and standard practices applicable to the collection of City ad valorem taxes and assessments.

(b) Notwithstanding anything to the contrary contained herein or in the Service and Assessment Plan, once PID Bonds are issued, the Assessment Revenues collected annually from the Property will be deposited in the Pledged Revenue Fund and transferred in the priority set forth in the Indenture.

(c) Owner will be reimbursed for Actual Costs associated with the Authorized Improvements from Assessments collected by the City and held by the City pursuant to an applicable Acquisition and Reimbursement Agreement. Any reimbursement obligation to Owner under an Acquisition and Reimbursement Agreement will be subordinate to payment of the applicable PID Bonds.

(d) Further, notwithstanding anything to the contrary herein, the City covenants and agrees to use best efforts to contract with Hays County Tax Collector for the collection of the Assessments such that the Assessments will be included on the ad valorem tax bill(s) for the Assessed Parcels and will be collected as part of and in the same manner as ad valorem taxes.

Section 2.04. Approval and Recordation of Assessments through Landowner Agreement

Concurrently with the levy of the Assessments for any portion of the Property, the Owner shall execute (and shall cause any other owner of any of the Property that will be subject to the future assessments to execute a Landowner Agreement (herein so called) in which the Landowner shall approve and accept the apportionment of assessments in the Service and Assessment Plan and the levy of the Assessments by the City. The Landowner Agreement further shall (a) evidence the Owner's intent that the Assessments be covenants running with the land that (i) will bind any and all current and successor owners of the Property to the Assessments, including applicable interest thereon, as and when due and payable thereunder, and (ii) provide that subsequent purchasers of such land take their title subject to and expressly assume the terms and provisions of the Assessments; and (b) provide that the liens created by the levy of the Assessments are a first and prior lien on the Property, subject only to liens for ad valorem taxes of the State of Texas ("State"), County, school district or City.

Section 2.05 Reimbursement Of Actual Costs

The Assessments levied for Improvement Area #1 Improvements may not be in an amount sufficient to fully fund the Improvement Area #1 Improvements. Owner's right, title and interest in the payments of unreimbursed Actual Costs, as described herein, shall be the sole and exclusive property of Owner and no other third party shall have any claim or right to such funds unless Owner collaterally transfers its rights to its unreimbursed Actual Costs to a Transferee in writing as described in this Section 2.05, and otherwise in accordance with the requirements set forth herein or assigns this Agreement as to all or a part of the Project to a Designated Successor or Assignor as described in Section 8.03(a) Owner has the right to collaterally convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owner's right, title, or interest under this Agreement including, but not limited to, any right, title

or interest of Owner in and to payment of its unreimbursed Actual Costs (a “**Transfer**,” and the person or entity to whom the transfer is made, a “**Transferee**”). No Transfer shall be effective, however, until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer. Any sale of a portion of the Property or assignment of any right hereunder will not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.

Section 2.06. Obligations Secured by Pledged Revenues

THE PID BONDS ARE SPECIAL OBLIGATIONS OF THE CITY SECURED SOLELY BY PLEDGED REVENUES (AS DEFINED IN THE INDENTURE) AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF THE BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES.

ARTICLE III. CONSTRUCTION AND ACQUISITION

Section 3.01. Acquisition of Authorized Improvements

The owner will dedicate the applicable Improvement Area #1 Improvements identified in Exhibit “D” to the City or County (as applicable, “**Entity**”) upon completion of those Improvements, after confirmation by the Entity’s construction representative that the Improvement Area #1 Improvements have been completed in accordance with this agreement and the design guidelines mutually agreed to by the owner and Entity. Applicable City and County requirements shall govern the procedure for inspection, dedication, and acceptance of the Improvement Area #1 Improvements being conveyed to the City and County, respectively. The City’s Subdivision Ordinance shall govern the procedure for inspection, dedication, and acceptance of the Improvement Area #1 Improvements being conveyed to the City.

Section 3.02. Acquisition of Subsequent Authorized Improvements

The provisions of Section 3.01 will apply to the Improvement Area #1 Improvements and any other Authorized Improvements constructed concurrent with or after the Improvement Area #1 Improvements; provided however once the applicable Authorized Improvements to be funded with a particular Future Improvement Area Bond are identified, Exhibit “F” will be revised to delineate which Authorized Improvements will be dedicated to which Entity and what easements, if any, are needed.

Section 3.03. Designation of Construction Manager, Construction Engineers

(a) The City hereby designates the Owner, or its assignees, as the Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Authorized Improvements in accordance with the provisions of this Article III.

(b) Except as otherwise provided herein, inspection of the construction of any Authorized Improvement being conveyed to the City will be by City Construction Representative or its designee and in accordance with any requirements of the City. The Owner agrees to notify the City within 24 hours of the scheduling of any City Inspection, and at that same time to provide any design or construction-related documents to be used as part of the inspection. The Owner agrees that the City Construction Representative may be present at any City inspection, and is responsible for ensuring the City Construction Representative is informed of the date, time, and location of each City inspection.

(c) The Owner shall be entitled to a separate Construction Management Fee for the construction of each Segment, unless Owner contracts with a third party to act as the Construction Manager with respect to construction of the Authorized Improvements.

(d) The City shall cooperate with the Owner in connection with its services as Construction Manager.

(e) The Owner shall designate the consulting engineers for the Authorized Improvements for the compensation specified by the Owner.

Section 3.04. Designation of Construction Manager Subcontractor

The City acknowledges and agrees that Owner may subcontract out all or some of the duties of Construction Manager to a third party. Owner may designate an individual, company, or partnership or other entity as a subcontractor for construction management services for one or more Authorized Improvements or distinct Segments thereof provided that such designee has the technical capacity, experience and expertise to perform such construction management duties or obligations. Owner may make such designation under the same terms as set out in Section 8.03(a) of this Agreement.

Section 3.05. Project Funding and Completion

(a) If at any time there are not sufficient funds in the Project Fund to complete an Authorized Improvement, the Owner will demonstrate committed capital (including by proof of bank financing) to the City in an amount confirmed by an engineer's estimate of probable cost, which represents the difference between the budgeted cost to complete the public improvements assumed to be complete in the Appraisal and the net proceeds of the PID bonds. The City acknowledges that it will accept such proof.

(b) If subcontractors providing labor or materials for the Authorized Improvements file claims or otherwise give notice asserting failure to receive payment for such labor or

materials, the City may require the Owner to post fiscal security for the estimated cost of constructing the Authorized Improvements. The Owner shall give the City a copy of any such claims within three (3) business days of receipt of the claim.

(1) If the Owner has commenced construction but fails or refuses to complete the construction of a particular Authorized Improvement (or Segment thereof) in accordance with the terms and conditions set forth in this Agreement, such failure or refusal will be considered an event of default and, after giving notice of default and reasonable opportunity to cure as herein provided, the City will have the right, but not the obligation, to draw on the funds within the Project Fund and complete (or cause the completion of) the applicable Authorized Improvement (or Segment thereof).

(2) If the City elects to complete an Authorized Improvement (or Segment thereof), all plans and specifications, designs, easements, real and personal property, and improvements acquired, produced, or installed in aid of completing such component of the Authorized Improvement (or Segment thereof) by the Owner or its engineers or contractors before such default described in paragraph (c) above, will become the property of the City. In such event, the Owner will provide, within five (5) business days of the City's request, documentation to the City that the above listed items have been conveyed and have become the property of the City. Notwithstanding anything to the contrary contained herein, if the Owner fails or refuses to timely complete the construction of a Authorized Improvement (or Segment thereof) and such default cannot reasonably be cured in 30 days, Owner will have such additional time as is reasonably necessary to cure as long as the Owner commences the cure within 30 days and diligently pursues the same to completion. If Owner has still not completed the applicable component of the Authorized Improvement (or Segment thereof) after the notice and cure periods provided for above, the City shall either:

(i) Assume the construction management role and direct the completion of the applicable Authorized Improvement (or Segment thereof); or

(ii) Assume the construction management role and direct the closeout of the applicable Authorized Improvement (or Segment thereof).

(3) In the event the City assumes the construction management role for a given Authorized Improvement (or Segment thereof) (as provided above) then the Owner agrees as follows:

(i) The City may draw down funds from the Project Fund to complete the Authorized Improvement (or Segment thereof) in question;

(ii) All construction contracts, related completion bonds, warranties, plans and specifications, designs, easements, and improvements acquired, produced, or installed in connection with completing such Authorized Improvement (or Segment thereof) by the Owner or its engineers, contractors, or other consultants, and all other personal property and rights associated with the applicable component of the Authorized Improvement (or Segment thereof), will automatically without further action by the Owner become the property of the City; and

(iii) The Owner will automatically forgo and release any claims or rights to those items listed in (ii) above.

Section 3.06. Maintenance of Project, Warranties

Unless otherwise provided for, the Owner shall maintain each Authorized Improvement (or Segment thereof) in good and safe condition until such Authorized Improvement (or Segment thereof) is accepted by the Entity. The Entity's acceptance of Authorized Improvements shall be in accordance with the Entity's standard rules and procedures for the type of improvements being constructed. Prior to such acceptance, the Owner shall be responsible for performing any required maintenance on such Authorized Improvement. On or before the acceptance by the Entity of an Authorized Improvement (or Segment thereof), the Owner shall assign to the Entity all of the Owner's rights in any warranties, guarantees, maintenance obligations, or other evidences of contingent obligations of third persons with respect to such Authorized Improvement (or Segment thereof). Prior to or concurrently with the Entity's acceptance of an Authorized Improvement (or Segment thereof), Owner shall provide a two-year maintenance bond for that Authorized Improvement.

Section 3.07. Sales and Use Tax Exemptions

(a) The Parties agree that, as municipally and publicly owned and acquired properties, all costs of materials, other properties and services used in constructing the Authorized Improvements to be acquired by the Entity are exempt under the Texas Tax Code from sales and use taxes levied by the State, or by any city, county, special district, or other political subdivision of the State, as set forth in Texas Tax Code Section 151.309.

(b) The City will provide such certifications to the Owner and/or to suppliers and contractors as may be required to assure the exemptions claimed herein.

(c) The City and the Owner shall cooperate in structuring the construction contracts for the Authorized Improvements to comply with requirements (including those set forth in Texas Tax Code Section 151.309) for exemption from sales and use taxes.

Section 3.08. Public Bidding Requirements/City Cooperation in Plan Review

(a) The City and the Owner anticipate that the Authorized Improvements will be exempt from any public bidding or other City purchasing and procurement policies to the extent that the Authorized Improvements meet the standard of Texas Local Government Code Section 252.022(a)(9).

(b) The City Construction Representative agrees to cooperate with the Owner to the extent reasonably possible without detriment to proper engineering review, comment, and revision on the review and approval of the engineering, design, plans, and specifications of all Authorized Improvements submitted by the Owner.

Section 3.09. Additional Requirements for Authorized Improvements Funded with Progress Payments

The following additional requirements shall be applicable to Authorized Improvements funded in accordance with the procedures set forth in Section 4.02:

(a) Prior to the later to occur of (i) the Effective Date, or (ii) commencing construction of any such Authorized Improvements, the Project Engineer shall review all plans and specifications, construction contracts, and related materials for the applicable Authorized Improvements, and shall certify to the Owner, City, and Trustee that the Project Funds plus the committed capital referenced in Section 3.05(a) above are anticipated sufficient to fund the full cost of design and construction of the applicable Authorized Improvements (but excluding any Construction Management Fees or contingencies (if any) as set forth in the Service and Assessment Plan).

(b) The Construction Manager will maintain an ongoing monthly updated accounting of funds disbursed, work progress and remaining funding needed to complete each applicable Authorized Improvement. Such accounting will include a reconciliation of any un-advanced amounts out of the segregated accounts in the Project Fund under the applicable Indenture as compared to the remaining costs to complete each applicable Authorized Improvements. The Construction Manager will provide such monthly reports to the Owner, the City Construction Representative, and the Trustee.

(c) After bids and construction contracts have been executed for the applicable Authorized Improvements, all change orders or costs increases for such applicable Authorized Improvements must be approved by the Owner, Construction Manager and the City Construction Representative, to the extent any such change order is in excess of \$100,000.00 for any Segment of such applicable Authorized Improvement. The Construction Manager shall provide copies of all approved change orders to the PID Administrator and Trustee within ten (10) days after approval.

ARTICLE IV. PAYMENT FOR AUTHORIZED IMPROVEMENTS

Section 4.01. Overall Requirements

(a) The City shall not be obligated to provide funds for any Authorized Improvement except from the proceeds of the PID Bonds or from Assessments. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for the payment of the Actual Cost of the Authorized Improvements to be constructed for or acquired by the City (or the County) will be sufficient for the construction or acquisition of all of those particular Authorized Improvements. The Parties anticipate that the Actual Cost to construct the Authorized Improvements may be greater than the proceeds of the PID Bonds and Assessments available for Authorized Improvements.

(b) The City shall not be obligated to provide funds for any Authorized Improvement unless and until the City determines that: (i) the Owner is in then current compliance with its obligations under this Agreement and PID-related obligations of the Blanco River Ranch (Phase

One Residential Area) De-Annexation and Development Agreement (the “**Development Agreement**”); and (ii) the City has approved the Authorized Improvements, including inspection and acceptance, if applicable (except this subsection (ii) will not apply if payment is being made through progress payments as provided herein); and, if PID Bonds have been issued, (iii) the PID Administrator provides written confirmation of compliance with the conditions and provisions of the Disclosure Agreement of Developer at the time of the withdrawal of funds from the Project Fund, or from any other eligible account or fund under the Indenture.

(c) Upon written acceptance of an Authorized Improvement, and subject to any applicable maintenance-bond period, the Entity accepting the Authorized Improvement shall be responsible for all operation and maintenance of such Authorized Improvement, including all costs thereof and relating thereto.

(d) The Parties hereby acknowledge and agree that:

(1) When PID Bonds are issued, the City shall bill, collect, and deposit into the Pledged Revenue Fund of the Indenture all Assessment Revenue constituting “pledged revenues” as defined in the Indenture.

(2) When PID Bonds have been defeased, the City shall bill, collect, and immediately deposit the Assessments collected into an Assessment Reimbursement Fund (excluding Administrative Expenses and Delinquent Collection Costs). Funds in the Assessment Reimbursement Fund shall only be used to pay Costs of the Authorized Improvements in accordance with this Agreement.

(3) The Improvement Area #1 Improvements may be funded by progress payments through PID Bonds (i.e., PID Bonds are sold and then Improvement Area #1 Improvements are funded by PID Bond proceeds) and to that extent will be governed by Section 4.02 of this Agreement. Other Authorized Improvements may be funded by progress payments through PID Bonds in the same manner as Improvement Area #1 Improvements and in such case will be governed by Section 4.02 of this Agreement.

(4) If requested by the Owner, the City agrees to allow for construction and funding of Authorized Improvements to be handled in accordance with progress payments (Section 4.02), reimbursement payments pursuant to an Acquisition and Reimbursement Agreement (Section 4.03), or a combination thereof.

(5) Except as otherwise provided herein, the Authorized Improvements are intended to be constructed pursuant to one or more Acquisition and Reimbursement Agreements and paid for by the Owner prior to the issuance of PID Bonds intended to fund such Authorized Improvements. Such funding of the Authorized Improvements will be governed by the applicable Acquisition and Reimbursement Agreement and Section 4.03 of this Agreement.

(e) The procedures set forth in Section 4.02 below will apply to all Certifications for Payment regardless of which account within the Project Fund the actual funds are being paid from.

Section 4.02. Progress Payments for Authorized Improvements

(a) Owner shall deliver and the City shall accept the Authorized Improvements to be conveyed to the City in accordance with the terms herein. The net proceeds from the issuance of the PID Bonds will be held by the Trustee in various segregated accounts under the Project Fund. Those sums held in the various segregated accounts will be advanced to the Owner by the Trustee to fund the costs of construction, City and County inspection and administrative costs, and other soft costs (as more particularly specified herein and in the Service and Assessment Plan) upon receipt of a completed Certification for Payment (in the form as attached in Exhibit “E”). Payments will be made to Owner, or subcontractor (as provided in Section 4.02(b)) periodically as construction progresses. The procedures for such progress payments are contained in this Section 4.02 and the Indenture. As set forth in the Indenture, such payments shall be made by Trustee on a monthly basis and within five (5) business days of the Trustee’s receipt of the completed Certification for Payment from the City Director of Finance. The City Construction Representative or its designee shall deliver to the City Director of Finance his/her concurrence to pay pursuant to a completed Certification for Payment within fifteen (15) calendar days after its receipt of the required submittal items pursuant to either subparagraph (b) or (c) below, as applicable and the City Director of Finance will then have up to ten (10) calendar days to forward the executed Certification for Payment to the Trustee for payment. If the City disapproves any Certification for Payment, the City shall provide a written explanation of the reasons for such disapproval so that if the Certification for Payment is revised in accordance with City’s comments, the Certification for Payment can be approved. Notwithstanding anything to the contrary contained herein, if the monthly reconciliation provided by the Construction Manager pursuant to Section 3.09(b) above for a particular Authorized Improvement shows there are not enough funds in the segregated account to fund the remaining design and construction costs of that Authorized Improvement after taking into consideration any contingencies, the City Construction Representative, the City Director of Finance, and the PID Administrator shall not be obligated to authorize payments of funds exceeding the balance in the segregated account until such time as Owner provides evidence satisfactory to the City Construction Representative that Owner has or will provide funds in an amount sufficient to fully fund the remaining design and construction costs of that Authorized Improvement.

(b) During the design phase for any Authorized Improvement to be funded by the PID Bonds, Owner will be entitled to receive draws (not to exceed one (1) per month) based on the percentage of design work completed up to the date of the draw. The submittal items necessary for a design payment are as follows:

(1) A Certification for Payment executed by the Project Engineer and Construction Manager specifying the percentage of design that has been completed on the applicable Authorized Improvement; and

(2) Copies of all supporting invoices with respect to such design payment.

(c) The submittal for the last draw for design work will also include evidence of approval of design phase documents by the applicable Entity.

(d) During the construction phase for any Authorized Improvement to be funded by PID Bonds, Owner shall be entitled to receive draws (not to exceed two (2) per month) based on the Actual Cost of the construction completed. The City is not obligated to authorize a construction payment until such time that the applicable Entity has approved the plans and specifications for the applicable Authorized Improvement (if such approval is required pursuant to this Agreement). The items required for a construction payment are as follows:

(1) A Certification for Payment executed by the Project Engineer and Construction Manager specifying the amount of work that has been performed and the cost thereof;

(2) A Bills Paid Affidavit from the contractor;

(3) Copies of all supporting invoices with respect to such payment; and

(4) Waivers of liens for work on the applicable Authorized Improvements through the previous Certification for Payment and receipts for payment from the contractor and, if requested by the City, any subcontractors for the current Certification for Payment.

(e) In addition to the submitted items required in subparagraph (c) above, in order to obtain the final payment for an Authorized Improvement funded by the PID Bonds pursuant to this Section 4.02, the following are required:

(1) The Owner will have provided to the City or the County, as applicable, an assignment of the warranties and guaranties, if applicable, for the Authorized Improvement;

(2) Before the final Certification for Payment is submitted to the City, the Project Engineer shall conduct a review for the County to confirm that such Authorized Improvement was constructed in accordance with the plans therefor and the Project Engineer will verify and approve the Actual Cost of such Authorized Improvement specified in such Certification for Payment. Upon confirmation by the Project Engineer to the City Construction Representative and the submission of the final Certification for Payment indicating that such Authorized Improvement has been constructed in accordance with the plans therefor, and verification and approval of the Actual Cost of such Authorized Improvement, the City Construction Representative shall within fifteen (15) calendar days thereafter accept such Authorized Improvement and the City Construction Representative shall sign the Certification for Payment and forward the same to the City Director of Finance and the PID Administrator. The City Director of Finance shall then have up to ten (10) calendar days to forward the executed Certification for Payment to the Trustee for payment. The City agrees to instruct the Project Engineer to conduct each such review in an expeditious manner not to exceed fifteen (15) calendar days after the Certification for Payment is submitted to the City.

(f) The Parties acknowledge that certain Authorized Improvements identified on Exhibit "D" will be dedicated to the City and certain Authorized Improvements identified on Exhibit "D" will be dedicated to the County. Therefore, with respect to the Authorized Improvements that are to be dedicated to and accepted by (1) the City, the terms, conditions and

procedures set forth in Section 4.02(a)-(e) shall apply and (2) the County, the terms, conditions and procedures set forth in Section 4.02(a) – (e) shall apply except as set forth below:

(1) The County (not the City) will be accepting such Authorized Improvements;

(2) The County (not the City) will be approving the plans and specifications for such Authorized Improvements;

(3) The County (not the City) will be inspecting such Authorized Improvements subject to City participation as described in Section 3.03 of this Agreement; and

(4) In order to obtain the final payment for such Authorized Improvements a written acknowledgement from the County that all requirements for acceptance of such Authorized Improvements (and except any applicable maintenance-bond period) have been complied with shall be provided to the City. Upon receipt of such written acknowledgment from the County, the City Construction Representative, within fifteen (15) days thereafter, shall sign the Certification for Payment and forward the same to the City Director of Finance. The City Director of Finance shall then have up to ten (10) calendar days to forward the executed Certification for Payment to the Trustee for payment.

(g) The Owner has determined that prior to the Effective Date, it has expended funds for costs reimbursable under the PID Act, including: (i) the design of the Authorized Improvements and associated due diligence matters (e.g., environmental and wetland studies), (ii) construction of the Authorized Improvements, (iii) costs in obtaining permits required for the construction of the Authorized Improvements, and (iv) other costs associated with the formation of the District (“**Initial Owner Expended Funds**”). Owner will submit to the City information documenting the amount of Initial Owner Expended Funds paid by Owner between September 1, 2016 and July 18, 2017. The total amount of Initial Owner Expended Funds approved by the City pursuant to this Section 4.02 and the PID Act shall be referred to herein as the “**Initial Reimbursement Payment.**”

(h) Prior to disbursement of proceeds of the PID Bonds, (1) Owner may submit to the City a Closing Disbursement Request satisfactory to the City and the Trustee for the remainder of the Initial Reimbursement Payment and (2) the City, upon verifying the accuracy of all representations of the Owner made in such Closing Disbursement Request, will sign the Closing Disbursement Request and deliver that Closing Disbursement Request to the Trustee. At the closing of the PID Bonds, Owner shall be reimbursed an amount equal to the Initial Reimbursement Payment and such amount shall be transferred to the Trustee for distribution to the Owner or the Owner’s designee.

(i) At the closing of the PID Bonds, the Owner shall be reimbursed Bond Issuance Costs for PID Bonds paid by the Owner, as described in the Service and Assessment Plan and approved by the City. Such Bond Issuance Costs paid at closing shall be set forth in a closing memorandum issued by the Underwriter or the Financial Advisor and included in the Certification for Payment. Bond Issuance Costs for any Future Improvement Area Bonds will be paid after the closing of the applicable Future Improvement Area Bonds upon submittal of proper

documentation so long as such Bond Issuance Costs are described in the Service and Assessment Plan and funds remain in the respective Costs of Issuance Account described in the Indenture.

Section 4.03. Payments for Completed Authorized Improvements

(a) Pursuant to the terms of an Acquisition and Reimbursement Agreement entered into prior to commencement of construction of an applicable Authorized Improvement, the Owner shall convey, and the City or the County (as applicable) shall acquire, the given Authorized Improvement for the Actual Cost, after such Authorized Improvement is completed and has been accepted by the applicable Entity. The general process for funding of Authorized Improvements under an Acquisition and Reimbursement Agreement is as follows:

(1) The Owner and the City will enter into an Acquisition and Reimbursement Agreement to finance the Authorized Improvements as agreed between the Parties, which will provide for Assessments that will reimburse the Owner for Actual Costs incurred in connection with certain Authorized Improvements until PID Bonds are issued in an amount necessary to reimburse Owner for the Actual Costs of those certain Authorized Improvements less any amounts already reimbursed to Owner pursuant to the Acquisition and Reimbursement Agreement. The form of the Acquisition and Reimbursement Agreement shall be reasonably acceptable to both the City (as applicable) and Owner and substantially in accordance with the form attached as Exhibit “H”.

(2) Simultaneously, the Service and Assessment Plan will be amended to reflect the Assessments and those certain Authorized Improvements as contemplated by the Acquisition and Reimbursement Agreement. The City will levy the Assessment for the associated improvement area.

(3) Owner will construct or cause the construction of the Authorized Improvements for the associated improvement area.

(4) After the levy of the Assessments contemplated by an Acquisition and Reimbursement Agreement, the City will begin collecting the Annual Installments for the associated improvement area. Upon collection of such Annual Installments, the City will place such Annual Installments in a designated account separate from the City’s other accounts. The funds within the account will be used to reimburse Owner for the Actual Costs of the Authorized Improvements pursuant to the terms of the Acquisition and Reimbursement Agreement. If the PID Bonds are issued in an amount that is not sufficient to fully reimburse the Owner for the Actual Costs of the Authorized Improvements less any amounts already reimbursed to Owner pursuant to the Acquisition and Reimbursement Agreement, then Additional PID Bonds may be issued to reimburse the Owner for any Actual Costs not reimbursed by such PID Bonds and Acquisition and Reimbursement Agreement.

(5) Upon completion of the Authorized Improvements contemplated by the Acquisition and Reimbursement Agreement and compliance with the applicable Future Bond Test, the City intends to issue PID Bonds to reimburse the Owner for Actual Cost of those Authorized Improvements less any amounts already reimbursed to Owner pursuant to the Acquisition and Reimbursement Agreement.

(6) If the PID Bonds issued as described in subparagraph 4 above are not sufficient to fully reimburse the Owner for the Actual Costs of those Authorized Improvements less any amounts already reimbursed to Owner pursuant to the Acquisition and Reimbursement Agreement, then so long as the applicable Future Bond Test is satisfied, Additional PID Bonds may be issued to reimburse the Owner for any Actual Costs not reimbursed by the PID Bonds and Acquisition and Reimbursement Agreement.

(b) To receive funds from the proceeds of the Improvement Area #1 Bonds or Additional Improvement Area #1 Bonds (as applicable) to pay the Actual Cost of a particular Improvement Area #1 Improvement, the Owner shall deliver to the City and the Project Engineer (x) documentation evidencing the Actual Cost, (y) documentation evidencing the acceptance of the Improvement Area #1 Improvement by the City or County, as applicable, and (z) an assignment of the warranties and guaranties, if applicable, for such Authorized Improvement, in form reasonably acceptable to the City (if the City is the entity accepting such Authorized Improvements) or the County (if the County is the entity accepting such Authorized Improvement). Nothing herein shall prohibit Owner from being reimbursed for design costs associated with an Improvement Area #1 Improvement (provided that the plans and specifications for such applicable Improvement Area #1 Improvement have been accepted by the City or County, as applicable) prior to the completion of construction of such Improvement Area #1 Improvement or for other costs that are otherwise eligible to be paid under the PID Act prior to completion of construction of such Improvement Area #1 Improvement.

(c) At the time of the closing of any PID Bonds, Owner may, concurrently with the initial draw from the PID Bonds and under substantially the same procedures as set forth above, be reimbursed for (i) the Unpaid Balance under the applicable Acquisition and Reimbursement Agreement and (ii) any other qualified and permitted costs approved by the City under substantially the same procedures as set forth above (collectively, the “**Owner Expended Funds**”). The total amount of Owner Expended Funds approved by the City pursuant to this Section shall be referred to herein as the “**Reimbursement Payment.**”

(d) The City, in its discretion, may allow for construction and funding of Authorized Improvements to be handled in accordance with Section 4.02 or with a combination of progress payments (Section 4.02) and reimbursement payments pursuant to an Acquisition and Reimbursement Agreement (Section 4.03). If the City, in its discretion, elects to allow for such combination, this Agreement shall be modified accordingly to reflect such terms.

ARTICLE V. PID BONDS

Section 5.01. Issuance of PID Bonds

(a) Subject to the terms and conditions set forth in this Article ~~V~~, the City intends to pay for the Authorized Improvements, by issuing PID Bonds in one or more series. The City will use reasonable and good faith efforts to issue PID Bonds after receiving a Bond Issuance Request from Owner, provided that Owner can reasonably demonstrate to the City and its financial advisors that (i) the applicable Future Bonds Test, if any, has been satisfied and (ii) there is sufficient security for the PID Bonds, based upon the bond market conditions existing at

the time of such proposed sale. In addition to the criteria outlined in the applicable Future Bonds Test, the City may consider additional requirements prior to authorizing the issuance of any Future Improvement Area Bonds, including but not limited to a market condition assessment (including market study update), development of the District and current status of Owner, developers, and related builder positions. The City Council may require a recommendation from City staff, advisors and consultants.

(b) The aggregate principal amount of PID Bonds required to be issued hereunder shall not exceed an amount sufficient to fund: (i) the Actual Costs of the Authorized Improvements, (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction of the applicable Authorized Improvements funded by the PID Bond issue in question and in no event for a period greater than 24 months from the date of the initial delivery of the applicable PID Bonds and (iii) Bond Issuance Costs. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of future PID Bond issuances.

(c) The final maturity for each series of PID Bonds shall occur no later than 30 years from the issuance date of those PID Bonds.

(d) PID Bonds are not required to be issued under this Article V unless (i) the statutory requirements set forth in Chapter 372 of the Texas Local Government Code have been satisfied; (ii) the City receives at the time of issuance of such PID Bonds an opinion of counsel selected by the City stating in effect that the PID Bonds are legal and valid under Texas law and that all preconditions to their issuance under State law have been satisfied; and (iii) the Attorney General of the State of Texas has issued an opinion approving issuance of the bonds as required by the PID Act.

(e) The foregoing requirements apply to each series of PID Bonds issued.

(f) If proceeds from the PID Bonds or Future Improvement Area Bonds are still available after all the Authorized Improvements are accepted by the City or County and Owner has been reimbursed for all unreimbursed Actual Costs incurred in connection therewith, the proceeds may be utilized to finance other Authorized Improvements within the Property as allowed by the PID Act, if approved by the City.

Section 5.02. Project Fund

The City hereby covenants and agrees that if PID Bonds are issued, the Indenture will establish a Project Fund as a separate fund to be held by the Trustee under the Indenture. The portion of the proceeds of the PID Bonds issued to pay Actual Costs of Authorized Improvements and Bond Issuance Costs shall be deposited upon issuance into separate accounts within the Project Fund, as described in the Indenture.

Section 5.03. Denomination, Maturity, Interest, and Security for Bonds

(a) Each series of PID Bonds shall be finally authorized by the City Council and shall be issued in the denominations, mature and be prepaid, bear interest, and be secured by and payable solely from the PID Bond Security, all to be as described and provided in the PID Bond Ordinance or Indenture, as applicable.

(b) The final and adopted versions of the PID Bond Ordinance and the Indenture (and all documents incorporated or approved therein) will contain provisions relating to the withdrawal, application, and uses of the proceeds of the PID Bonds when and as issued and delivered and otherwise contain such terms and provisions as are mutually approved by the City and the Owner.

Section 5.04. Sale of PID Bonds.

The PID Bonds, if issued by the City, shall be marketed and sold through negotiated sale to an approved third party(s) by an approved Underwriter with the cooperation and assistance of the Owner in all respects with respect to the preparation of marketing/offering documents, such as preliminary and final official statements or in such other marketing and/or sales method mutually agreed upon by the City and the Owner.

Section 5.05. Sale of PID Bonds

Notwithstanding the foregoing, the City may authorize the issuance of the PID Bonds contemporaneously with authorizing the execution of this Agreement. The Authorized Improvements to be constructed and funded in connection with the PID Bonds are more particularly described on attached Exhibit "D".

Section 5.06. Phased Issuance of Debt

As previously noted, the proposed bond issuance program is anticipated to entail a series of bond financings that will finance the Authorized Improvements required for the development of the Project. This financing will be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the issuance of the Improvement Area #1 Bonds, Additional Improvement Area #1 Bonds and/or Future Improvement Area Bonds may be issued over the upcoming years as the subsequent phases of the Project are gradually constructed.

The purpose of this gradual issuance of any Additional Improvement Area #1 Bonds and Future Improvement Area Bonds in phases is to mirror the actual private development of the Authorized Improvements. The Additional Improvement Area #1 Bonds and Future Improvement Area Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Additional Improvement Area #1 Bonds and Future Improvement Area Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to

issuing debt and encumbering property within the District prior to the need for the Authorized Improvements.

Section 5.07. Phased Assessments

In connection with the issuance of Additional Improvement Area #1 Bonds and Future Improvement Area Bonds and/or execution of related Acquisition and Reimbursement Agreements, the Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within an Improvement Area receives from the specific Authorized Improvements funded with those Improvement Area Bonds issued with respect to that Improvement Area.

It is acknowledged and agreed that one or more of the following types of PID Bonds contemplated to be issued for this Project (Additional Improvement Area #1 Bonds and Future Improvement Area Bonds) may be covered under a new and separate Indenture; however, all of the Assessments pledged for the payment of any PID Bonds will have the same lien priority as the Assessments pledged for the payment of Improvement Area #1 Bonds.

If the total Assessments levied on a particular Parcel within the Project consist of Assessments stemming from two or more different types of PID Bonds and an owner of an Assessed Parcel pays only a portion of the Annual Installment due for such Assessments, then such payment will be allocated pro-rata to the payment of the Annual Installment based on the portions of each Assessment as it relates to the total Assessments. For example, assume that a parcel has Assessments totaling \$20,000, \$12,000 of which is for the Improvement Area #1 Bonds and \$8,000 of which is for an Additional Improvement Area #1 Bond. Further assume that the Annual Installment for such Parcel is \$1,000 which consists of a \$550 annual installment from the Improvement Area #1 Bonds and a \$450 annual installment from the Additional Improvement Area #1 Bonds and an owner of an Assessed Parcel pays \$600, then the \$600 will be allocated as follows:

\$360 (60% of \$600) will go towards the Assessment for the Improvement Area #1 Bonds; and

\$240 (40% of \$600) will go towards the Assessment for the Additional Improvement Area #1 Bonds

Total: \$600

Further detail regarding partial payments of the Annual Installments will be contained in the Indenture relating to Additional Improvement Area #1 Bonds and Future Improvement Area Bonds.

Section 5.08. Acquisition and Reimbursement Agreements

The costs of some Authorized Improvements will be initially financed through Acquisition and Reimbursement Agreements. As provided in Section 4.03 above, prior to commencing construction of any such Authorized Improvements, the Owner and the City will

enter into an Acquisition and Reimbursement Agreement, which will provide for Assessments that will reimburse the Owner for Actual Costs incurred in connection with those Authorized Improvements until PID Bonds are issued in an amount equal to the outstanding Special Assessments.

Section 5.09. Future Bonds Tests

(a) The City has reserved the right to issue Additional Improvement Area #1 Bonds to pay the Improvement Area #1 Reimbursement Obligation, in accordance with the conditions set forth below. Terms used in this Section but not defined herein shall have the meanings assigned to them in the Indenture for the Improvement Area #1 Bonds:

(i) The City Representative shall certify that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in the Indenture;

(ii) The Developer, through an authorized representative, shall certify that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the PID-related terms, provisions and conditions applicable to the Developer contained in the Development Agreement, or in the performance and observance of any provisions and conditions applicable to the Developer contained in this Agreement, any Acquisition and Reimbursement Agreement applicable to Improvement Area # 1, or any continuing disclosure agreement entered into by the Developer relating to PID Bonds, unless any defaults under the foregoing agreement (except for disagreements under any continuing disclosure agreements entered into by the Developer, which shall be cured) are disclosed in a certificate from the Developer to the City, acting by and through its City Council, elects to proceed with the issuance of Additional Improvement Area #1 Bonds regardless of the existence of such default or defaults;

(iii) A certificate or report from the Developer, through an authorized representative, shall certify that (A) certificates of occupancy have been issued for a minimum of thirty-five percent (35%) of the single-family homes to be built within Improvement Area #1; and a certificate or report from an independent certified appraiser or appraisal firm (that may rely on County assessed value figures for the completed homes as to their value) that, assuming completion of the improvements to be financed with the proceeds of the Additional Improvement Area #1 Bonds or with funds withdrawn from the Developer Improvement Account of the Project Fund, as applicable, (B) the appraised value of the property within Improvement Area #1 of the PID is equal to at least four (4) times the principal amount of the Outstanding Bonds Similarly Secured, taking into account the Additional Improvement Area #1 Bonds to be issued, (C) the appraised value allocated to each parcel within Improvement Area #1 is at least three (3) times the portion of the principal amount of any Outstanding Bonds Similarly Secured, taking into account the Additional Improvement Area #1 Bonds to be issued, that is allocated to each such parcel;

(iv) The principal of and interest on the Additional Improvement Area #1 Bonds must be scheduled to be paid or mature on March 1 or September 1, or both, of the years in which each principal or interest are scheduled to be paid or mature;

(v) There shall be deposited to the Reserve Fund an amount equal to the Reserve Fund Requirement taking into account the Outstanding Bonds Similarly Secured, and the Additional Improvement Area #1 Bonds then proposed to be issued;

(vi) The maximum amount of Additional Improvement Area #1 Bonds that may be issued, subject to the approval of the City, in total, is the then outstanding balance of the Improvement Area #1 Reimbursement Obligation; and

(vii) The Developer, through an authorized representative, shall certify that the Developer is in compliance with any further conditions established by the City, its advisors, or the underwriter(s).

(b) The City has reserved the right to issue Future Improvement Area Bonds for any purpose permitted by the Act, and in accordance with the conditions set forth below:

(i) The City Representative shall certify that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in the Indenture;

(ii) The Developer, through an authorized representative, shall certify that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the PID-related terms, provisions and conditions applicable to the Developer contained in the Development Agreement, or in the performance and observance of any provisions and conditions applicable to the Developer contained in this Agreement, any Acquisition and Reimbursement Agreement applicable to Improvement Area # 1, or any continuing disclosure agreement entered into by the Developer relating to PID Bonds, unless any defaults under the foregoing agreement (except for disagreements under any continuing disclosure agreements entered into by the Developer, which shall be cured) are disclosed in a certificate from the Developer to the City, acting by and through its City Council, elects to proceed with the issuance of Future Improvement Area Bonds regardless of the existence of such default or defaults;

(iii) A certificate or report from the Developer, through an authorized representative, shall certify that either (A) seventy-five percent (75%) or less of the Lots within Improvement Area #1 have been sold to end-users, and at least fifty percent (50%) of the Lots within the particular Future Improvement Area for which Authorized Improvements are financed by the Future Improvement Area Bonds are under contract with merchant builders unaffiliated with the Owner; or that (B) more than seventy-five (75%) of the Lots within Improvement Area #1 have been sold to end users, and at least thirty-five percent (35%) of the Lots within the particular Future Improvement Area for which Authorized Improvements are financed by the Future Improvement Area Bonds are under contract with merchant builders unaffiliated with the Owner.

(iv) The ratio of the appraised value of all of the land in the particular Future Improvement Area of the PID, based on an independent appraisal and assuming completion of the improvements within such phase to be financed with the proceeds of the Future Improvement Area Bonds to be issued, to the principal amount of the Future Improvement Area Bonds to be issued must be at least 3.0:1;

(v) Construction contracts for One-hundred percent (100%) of the costs of the Authorized Improvements in such Future Improvement Area to be paid with proceeds of the applicable series of Future Improvement Area Bonds must be executed and ready to proceed, and the construction of each such Authorized Improvement must be no less than seventy-five percent (75%) complete; and

(vi) The Developer, through an authorized representative, shall certify that the Developer is in compliance with any further conditions established by the City, its advisors, or the underwriter(s).

Section 5.10. Non-Bank Qualified Debt

(a) If in any calendar year (including 2018) the City issues debt obligations that would be qualified tax-exempt obligations but for the issuance of the PID Bonds or other bonds supporting public improvements for non-City owned development projects, including bonds authorized by the Act, then the Owner 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 qualified tax-exempt obligations, provided that all other developers or owners benefitting from the City issuing debt for non-City owned development projects are similarly burdened with an obligation to compensate the City proportionately based on the original principal amount of such PID Bonds or other City debt supporting public improvements for non-City owned development projects. The City and the Owner shall approve an estimate of the PID Bond Fee for all series of PID Bonds at least 10 business days prior to pricing the first series of PID Bonds. The Owner agrees to pay the approved estimated PID Bond Fee to the City on the later of (1) five business days prior to the closing of any series of PID Bonds or other City-issued debt, or (2) five business days after the City and the Owner approve the estimated PID Bond Fee. The City shall not be required to sell any series of PID Bonds until the Owner has paid the approved estimated PID Bond Fee.

(b) To the extent any developer or owner (including the Owner, as applicable) has paid all or part of a PID Bond Fee estimate for any particular calendar year, any such PID Bond Fee estimate paid subsequently by a developer or owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer or owner (including the Owner, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, such reimbursement to be made by the City within 10 business days after its receipt of such subsequent payments of the estimated PID Bond Fee. The City will deposit all payments of a PID Bond Fee estimate received from a developer or owner (including the Owner, as applicable) into a segregated account until such time as (1) the City transfers funds from the segregated

account to a capital improvement project fund in conjunction with issuing City debt; and/or (2) the City refunds a portion of the estimated PID Bond Fee consistent with the pro rata formula described above within 10 days of issuing the PID Bonds. On or before January 15th of the following calendar year, the final PID Bond Fee shall be agreed to by the City and the Owner. By January 31st of such year, any funds in excess of the final PID Bond Fee that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the developers or owners (including the Owner as applicable), and any deficiencies in the estimated PID Bond Fee paid to the City by any developer or owner (including the Owner, as applicable) shall be remitted to the City by the respective developer or owner (including the Owner, as applicable).

ARTICLE VI. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

Section 6.01. Representations and Warranties of City

The City makes the following covenants, representations and warranties for the benefit of the Owner:

(a) The City will deliver a certificate relating to the PID 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 Sections 103 and 141 through 150, inclusive, of the Texas Tax Code and the income tax regulations issued thereunder relating to the use of the proceeds of the PID 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 Section 148 of the Tax Code (collectively, “**Bond Proceeds**”).

(b) The City is a political subdivision of the State of Texas, incorporated, organized, and existing under the Constitution and general laws of the State, and has full legal right, power and authority under the PID Act and other applicable law (i) to enter into, execute, and deliver this Agreement, (ii) to adopt the Assessment Ordinance, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

Section 6.02. Covenants, Representation, and Warranties of Owner

The Owner makes the following representations, warranties and covenants for the benefit of the City:

(a) The Owner represents and warrants that each Owner entity is 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 carry on its business as now being conducted and as now contemplated.

(b) The Owner represents and warrants that the Owner 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 validly executed and delivered on behalf of the Owner.

(c) The Owner represents and warrants that this Agreement is valid and enforceable obligation of the Owner and is enforceable against the Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Owner covenants that once it commences construction of an Authorized Improvement or Segment, it will use its reasonable and diligent efforts to do all things which may be lawfully required of it in order to cause such Authorized Improvement or Segment to be completed in accordance with this Agreement.

(e) The Owner covenants that it will not commit or knowingly permit any act in, upon, or to the Property or the Project in violation of any law, ordinance, rule, regulation, or order of any governmental authority or any covenant, condition, or restriction now or hereafter affecting the Property or the Project.

(f) The Owner represents and warrants that (i) it will not request payment from the City for the acquisition of any Authorized Improvements that are not part of the Project, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to Payment Requests.

(g) For a period of two (2) years after the final Acceptance Date of each applicable Authorized Improvement, the Owner covenants to maintain proper books of record and account for the Authorized Improvements and all costs related thereto. The Owner covenants that such accounting books will be maintained in accordance with sound accounting practices, and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least 72 hours' notice.

(h) The Owner agrees to provide the information required pursuant to the Owner Continuing Disclosure Agreement executed by the Owner in connection with the issuance of the PID Bonds.

(i) The Owner covenants that, in its contracts with builders, it shall require that a builder for an assessed parcel shall distribute informational brochures about the existence and effect of the PID in prospective homebuyer sales packets, if such brochures are prepared and provided by the City. For this section 6.01(i), a builder mean a commercial builder who is in the business of constructing and/or selling residences to individual home buyers.

(j) The Owner 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 Owner further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct and complete as of that date, and (ii) the Owner will make reasonable inquires to ensure such truth, correctness and completeness. The Owner 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 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 PID Bonds for federal income tax purposes.

(k) The Owner agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the Effective Date.

Section 6.03. Indemnification and Hold Harmless by Owner

THE OWNER WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES, AND AGENTS (IN THIS SECTION, THE “CITY”) AGAINST AND FROM, AND WILL PAY TO THE CITY, THE AMOUNT OF, ALL ACTIONS, DAMAGES, CLAIMS, LOSSES, OR EXPENSE OF ANY TYPE, WHETHER OR NOT INVOLVING A THIRD-PARTY CLAIM (COLLECTIVELY, “DAMAGES”), ARISING DIRECTLY OR INDIRECTLY, FROM (i) THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER; (ii) THE NEGLIGENT DESIGN, ENGINEERING, OR CONSTRUCTION BY THE OWNER OF ANY AUTHORIZED IMPROVEMENT ACQUIRED BY THE CITY; (iii) THE OWNER’S NONPAYMENT UNDER CONTRACTS WITH THE OWNER FOR ANY AUTHORIZED IMPROVEMENT UNDER THIS AGREEMENT; (iv) ANY CLAIMS AGAINST THE CITY RELATING TO ANY AUTHORIZED IMPROVEMENT ACQUIRED UNDER THIS AGREEMENT; OR (v) ANY THIRD PARTY CLAIMS RELATING TO ANY AUTHORIZED IMPROVEMENT ACQUIRED UNDER THIS AGREEMENT, INCLUDING ANY CLAIM RELATING TO NEGLIGENCE OF THE CITY. THE OWNER WILL DEFEND THE CITY AGAINST ALL SUCH CLAIMS AND THE CITY WILL REASONABLY COOPERATE AND ASSIST IN PROVIDING SUCH DEFENSE. THE CITY WILL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER. THE CITY RESERVES THE RIGHT, BUT IS NOT REQUIRED, TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE AT ITS OWN EXPENSE. THE OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN 10 BUSINESS DAYS OF WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION AND IF THE OWNER DOES NOT DO SO, THE CITY MAY RETAIN ITS OWN DEFENSE COUNSEL AND THE OWNER WILL BE LIABLE FOR ALL REASONABLE SUCH COSTS. THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT INDEFINITELY, SUBJECT TO APPROPRIATE STATUTES OF LIMITATIONS, AS THEY MAY BE TOLLED OR EXTENDED BY AGREEMENT OR OPERATION OF LAW.

ARTICLE VII. DEFAULT AND REMEDIES

(a) A Party will be deemed in default under this Agreement (which will be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements, or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement will be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has

commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice (or five (5) days in the case of a monetary default), subject, however, in the case of nonmonetary default, to the terms and provisions of subparagraph (c) below. Upon a breach of this Agreement, the nondefaulting Party in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained (and/or an action for mandamus as and if appropriate). Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Article VII or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party. Notwithstanding any provision contained herein to the contrary, the Owner shall not be required to construct any portion of the Authorized Improvements (or take any other action related to or in furtherance of same) while the City is in default under this Agreement).

(c) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing “force majeure” events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a “force majeure” event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article.

ARTICLE VIII. GENERAL PROVISIONS

Section 8.01. Notices.

Any notice, communication, or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent, and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to City: Scott Sellers

City Manager
City of Kyle
100 W. Center St.
Kyle, TX 78640
Facsimile: (512) 262-3987

With a copy to:

Bickerstaff Heath Delgado Acosta LLP
Attn: David Méndez
3711 S. MoPac Expressway
Building One
Suite 300
Austin, Texas 78746
Facsimile: (512) 320-5638

If to Owner: Blake Magee Co.
Attn: Blake Magee
1011 North Lamar Blvd
Austin, Texas 78703
Facsimile: (512) 481-0333

With a copy to: Armbrust & Brown, PLLC
Attn: Sharon Smith
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Facsimile: (512) 435-2360

Section 8.02. Fee Arrangement /Administration of District

(a) The Owner agrees that it will pay all of the City's costs and expenses (including the City's third party advisors and consultants) related to the creation and administration of the District, as well as costs and expenses relating to the development and review of the Service and Assessment Plan (including legal fees and financial advisory fees) ("**City PID Costs**"). The Owner and the City will make best efforts to agree to a budget for the City's costs and expenses. Prior to closing of the PID Bonds, the City shall (i) submit to the Owner and the Trustee invoices and other supporting documentation evidencing the City PID Costs and (ii) direct the Trustee to pay these fees, as applicable, to the City or on behalf of the City from proceeds of the PID Bonds. In addition to any City PID Costs pursuant to the preceding sentences, all fees of City legal counsel related to the issuance of the PID Bonds, including fees for the review of the District creation and District administration documentation, the preparation of customary bond documents and the obtaining of Attorney General approval for the PID Bonds, will be paid at closing from proceeds of the PID Bonds. Further, the Owner or agrees that it or the District will be responsible for paying the Administrative Expenses.

(b) The Owner will be solely responsible for the costs associated with the issuance of any Additional Improvement Area #1 Bonds and Future Improvement Area Bonds. The terms of subparagraph (a) above will apply to the Owner in the event that such bonds are issued.

(c) The City may enter into a separate agreement with an Administrator to administer the District after Closing. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts set forth in the Service and Assessment Plan.

Section 8.03. Assignment and Other Transfers

(a) Subject to subparagraph (b) below, Owner may, in its sole and absolute discretion, assign this Agreement with respect to all or part of the Project from time to time so long as the assigned rights and obligations are assumed without modifications to this Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owner will be fully released from any and all obligations under this Agreement and will have no further liability with respect to this Agreement for the part of the Project so assigned.

(b) Any sale of a portion of the Property or assignment of any right hereunder will not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(c) For the purposes of 17 Code of Federal Regulations 240.15c2-12 and municipal securities disclosure, a purchaser of Property, or an assignee under this section 8.03, is an “Obligated Person” to the extent the purchaser or assignee meets the definition of “Obligated Person” in the Owner Continuing Disclosure Agreement.

Section 8.04. Term of Agreement

This Agreement will terminate on the date on which the City and Owner discharge all of their obligations hereunder; provided, that if the Assessments are not levied on or before the date five years after the effective date of the creation of the PID, the City may dissolve the District and the Owner hereby consents to the City taking any and all steps necessary to dissolve the District in accordance with Section 372.011, Texas Local Government Code. This section is a covenant running with the land and is binding on the Owner’s successors and assigns.

Section 8.05. Construction of Certain Terms

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply:

- (a) Words importing a gender include either gender.
- (b) Words importing the singular include the plural and vice versa.

(c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.

(d) Any term defined herein by reference to another instrument or document will continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.

(e) A reference to any Party includes, with respect to Owner, and its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.

(f) All references in this Agreement to designated “Articles,” “Sections,” and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to “Exhibits” are to the designated Exhibits to this Agreement.

(g) The words “herein,” “hereof,” “hereto,” “hereby,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.

(h) The words “including” and “includes,” and words of similar import, are deemed to be followed by the phrase “without limitation.”

(i) Unless the context otherwise requires, a reference to the “Property,” the “Authorized Improvements,” or the “District” is deemed to be followed by the phrase “or a portion thereof.”

(j) Every “request,” “order,” “demand,” “direction,” “application,” “appointment,” “notice,” “statement,” “certificate,” “consent,” “approval,” “waiver,” “identification,” or similar action under this Agreement by any Party will, unless the form of such instrument is specifically provided, be in writing signed by an authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party will not apply in the interpretation of this Agreement.

Section 8.06. 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 will not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 8.07. Amendments.

This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties.

Section 8.08. Time

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 8.09. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 8.10. Entire Agreement

This Agreement contains the entire agreement of the Parties.

Section 8.11. Severability; Waiver

(a) 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.

(b) Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.12. Owner as Independent Contractor

In performing under this Agreement, it is mutually understood that the Owner is acting as an independent contractor, and not an agent of the City.

Section 8.13. Supplemental Agreements

Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are included in the Service and Assessment Plan, the Assessment Ordinance, PID Bond Ordinance and Indenture.

Section 8.14. Audit

The City Construction Representative or City Finance Director will have the right, during normal business hours and upon the giving of three business days' prior written notice to the Owner, to review all books and records of the Owner pertaining to costs and expenses incurred by the Owner with respect to any of the Authorized Improvements and any bids taken or received for the construction thereof or materials therefor.

Section 8.15. Exhibits

The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit A - Definitions
- Exhibits B-1, B-2, and B-3 Property Description for Project
- Exhibit B-4 Improvement Areas
- Exhibit C - Form of Service and Assessment Plan
- Exhibit D - Major Improvements
- Exhibit E - Form of Certification for Payment
- Exhibit F - Improvement Area #1 Improvements
- Exhibit G - Closing Disbursement Request
- Exhibit H - Acquisition and Reimbursement Agreement

[Signature Pages to Follow]

CITY OF KYLE, TEXAS, a municipal corporation

By:

Name:

Title:

A handwritten signature in blue ink, appearing to read "Travis Mitchell", is written over a horizontal line.

Travis Mitchell

Mayor

[Signatures Continue on Next Page]

[SIGNATURE PAGE]

HMBRR DEVELOPMENT, INC.,
a Texas corporation

By: 

Name: Blake J. Magee
Title: President

HMBRR, LP, a Texas limited partnership

By: 

Name: Blake J. Magee
Title: Partner

HMBRR, LP #2, a Texas limited partnership

By: 

Name: Blake J. Magee
Title: Partner

[SIGNATURE PAGE]

Exhibit “A”

DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

“**Acceptance Date**” means, with respect to a Segment, the date that the Actual Cost thereof is paid to the Owner pursuant to the terms hereof.

“**Acquisition and Reimbursement Agreement**” means agreement that obligates the City to reimburse the Owner for Actual Costs of an Authorized Improvement not funded with PID Bonds, secured solely by Assessments to be paid to Owner pursuant to an agreement between the City and the Owner.

“**Actual Costs**” mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of owners and developers of the Property: (1) to plan, finance, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) to acquire easements and other right-of-way; (5) for third-party professional consulting services including, but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (6) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; (7) the City’s cost of reviewing a Certification for Payment; (8) of fees charged by the City or any other political subdivision or governmental authority; and (9) to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the owners or developers. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsections (3), (4), (5), and (8) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

“**Additional Improvement Area #1 Bonds**” means bonds issued to fund Improvement Area #1 Improvements or refund the Improvement Area #1 Reimbursement Obligation, in whole or in part, that are secured by the Improvement Area #1 Assessments.

“**Administrative Expenses**” means the actual or budgeted costs and expenses related to the creation and operation of the PID, the issuance and sale of PID Bonds, and the administration of construction of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records

with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to assessment rolls and annual Service Plan updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this SAP and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel; and (9) administering the construction of the Authorized Improvements. Administrative Expenses collected but not expended in any year shall be carried forward and applied to reduce Administrative Expenses for subsequent years.

“Administrator” means the person or independent firm designated by the City Council to perform the duties and obligations of the Administrator in the Service and Assessment Plan. The initial Administrator is PIDWorks, LLC, and Administrator includes any successor designated by the City.

“Agreement” has the meaning given in the recitals to this Agreement.

“Annual Installment” has the meaning given in the Service and Assessment Plan.

“Appraisal” means the Appraisal of Blanco River Ranch dated effective _____, prepared by _____.

“Assessed Parcel” means, for any year, Parcels within the District other than Non-Benefited Property.

“Assessment Ordinance” means each ordinance adopted by the City Council levying the Assessments on the Property, as required by Article II of this Agreement.

“Assessment Revenues” means money collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Costs (as defined in the Indenture), and (iv) Foreclosure Proceeds (as defined in the Indenture).

“Assessments” means the assessments levied against properties in the District, as provided for in the applicable Assessment Ordinance and in the Service and Assessment Plan, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

“Attorney General” means the Texas Attorney General’s Office.

“Authorized Improvements” means collectively the Major Improvements described in Exhibit “D”, and Improvement Area #1 Improvements described in Exhibit “F”, together with any and all of the improvements which are included in the Service and Assessment Plan as such plan is amended and updated from time to time.

“Bond Counsel” means Bickerstaff Heath Delgado Acosta LLP or its successor.

“Bond Issuance Cost” means the total of the expenses associated with the sale of PID Bonds, including such items as underwriter’s discount, if any, and financial advisory, bond counsel, other counsel and rating agency fees, printing costs, and other expenses relating to the sale of the PID Bonds.

“Bond Issuance Request” means written request made by Owner to the City in good faith as evidenced by Owner’s expenditure of necessary amounts for market studies, financial analysis, legal counsel, and other professional services and due diligence necessary to support the request.

“Bond Proceeds” has the meaning given to them in Section 6.01(a) hereof.

“Certification for Payment” means the certificate (whether one or more) in substantially the same form as attached Exhibit “E”.

“City Construction Representative” means the _____ or such other person selected by the City to oversee the construction of the Authorized Improvements on behalf of the City.

“City Council” means the governing body of the City.

“City PID Costs” shall have the meaning given in Section 8.02 of this Agreement.

“Closing Disbursement Request” means the request (whether one or more) in substantially the same form as attached Exhibit “G”.

“Construction Management Fee” means 4% of the costs incurred by or on behalf of Owner for the construction of each Segment.

“Construction Manager” means initially the Owner, and thereafter subject to change in accordance with Section 3.03 of this Agreement. The City acknowledges and agrees that (i) the Owner intends to subcontract out the duties of Construction Manager to a third party and (ii) Owner’s hiring of the initial subcontractor to serve as the Construction Manager shall not be deemed a change in the Construction Manager pursuant to the terms and conditions of Section 3.03.

“Cost of Issuance Account” shall have the meaning given in the Indenture.

“Debt” means any bond, note, or other evidence of indebtedness incurred, entered into, or issued by the City related exclusively to the District.

“Designated Successors and Assigns” shall mean (i) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 8.03 related to all or a portion of the Property, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner’s assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

“**District**” has the meaning given in the recitals to this Agreement.

“**Effective Date**” has the meaning given in this Agreement.

“**Future Bonds Test**” means the additional investment and underwriting criteria which must be met prior to the issuance of PID Bonds (other than the PID Bonds that are being issued concurrently herewith) which are more particularly described in an Indenture.

“**Future Improvement Area Bonds**” means bonds issued to fund Authorized Improvements (or a portion thereof) in a Future Improvement Area. In connection with the Future Improvement Area Bonds, Assessments will be levied only on Parcels located within the Future Improvement Area in question.

“**Future Improvement Areas**” means the property within the District, excluding Improvement Area #1, as depicted on the map on Exhibit B-4 consisting of approximately _____ acres within the District. Future Improvement Areas may be developed in phases after Improvement Area #1, as generally depicted in Exhibit B-4. The Future Improvement Areas are subject to adjustment and are shown for example only.

“**Improvement Area #1**” means the initial area to be developed within the PID, consisting of approximately ___ acres within the District and as specifically described in Exhibit B and as depicted in Exhibit B-4.

“**Improvement Area #1 Bonds**” means the “City of Kyle, Texas, Assessment Revenue Bonds, Series 2018 (Blanco River Ranch Public Improvement District Improvement Area #1 Project)” that are secured by actual revenues received by or on behalf of the City from the collection of Assessments levied against Improvement Area #1 Assessed Property, or the Annual Installments thereof, for the Improvement Area #1 Improvements.

“**Improvement Area #1 Improvements**” means (i) the pro rata portion of the Major Improvements that benefit the entire District, allocable to Improvement Area #1, and (ii) the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property and are described in Section III.A. of the Service and Assessment Plan, and which are to be financed with Improvement Area #1 Bonds.

“**Improvement Area #1 Reimbursement Obligation**” means the \$3,710,000 secured by Improvement Area #1 Assessed Property to be paid to Owner pursuant to the “Blanco River Ranch Public Improvement District Improvement Area #1 Acquisition and Reimbursement Agreement” with an effective date of _____.

“**Indenture**” means the applicable Indenture of Trust between the City and a trustee relating to the issuance of a series of PID Bonds for financing costs of Authorized Improvements, as it may be amended from time to time.

“**Initial Owner Expended Funds**” has the meaning given in Section 4.02(g) of this Agreement.

“Initial Reimbursement Payment” has the meaning given in Section 4.02(g) of this Agreement.

“Interest” mean the interest rate charged for the PID Bonds or Acquisition and Reimbursement Agreement or such other interest rate as may be required by applicable law.

“Issue Date” means the date of the initial delivery of any of the PID Bonds.

“Major Improvements” means both onsite and offsite Authorized Improvements which benefit Improvement Area #1 as well as Future Improvement Areas, and as further described in attached Exhibit F.

“Nonbenefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements, including Owners Association Property, Public Property.

“Notice” means any notice, writing, or other communication given under this Agreement.

“Owner” has the meaning given in the recitals to this Agreement.

“Owners Association” means a homeowner’s association or property owner’s association.

“Owners Association Property” means property within the boundaries of the District that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, an Owner’s Association established for the benefit of a group of homeowners or property owners within the District.

“Owner Continuing Disclosure Agreement” shall have the meaning given in the Indenture or any purchase agreement relating to the sale of the PID Bonds.

“Owner Expended Funds” has the meaning given in Section 4.03(c).

“Parcel” means a property identified by either a tax map identification number assigned by the Hays Central Appraisal District for real property tax purpose, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Hays County, or by any other means determined by the City.

“Party” means the Owner or the City, as parties to this Agreement, and **“Parties”** means collectively, the Owner and the City.

“Payment Request” means the Certification for Payment.

“PID Act” means Chapter 372 of the Texas Local Government Code, as amended.

“PID Bond Ordinance” means and refers to the ordinance(s) of the City Council that will authorize and approve the issuance and sale of the PID Bonds and provide for their security

and payment, either under the terms of the bond ordinance or a trust indenture related to the PID Bonds.

“PID Bond Security” means the funds that are to be pledged in or pursuant to the PID Bond Ordinance or the Indenture to the payment of the debt service requirements on the PID Bonds, consisting of the Assessments, including earnings and income derived from the investment or deposit of Assessments in the special funds or accounts created and established for the payment and security of the PID Bonds, unless such earnings are required to be deposited into a rebate fund for payment to the federal government.

“PID Bonds” means the bonds to be issued by the City, in one or more series, to finance the Authorized Improvements that confer special benefit on the Property, which may include funds for any required reserves and amounts necessary to pay the PID Bond Issuance Costs, and to be secured by a pledge of the Assessments pursuant to the authority granted in the PID Act, for the purposes of (i) financing the costs of Authorized Improvements and related costs, and (ii) reimbursement for Actual Costs paid prior to the issuance of and payment for the PID Bonds. This term is used to collectively refer to the Improvement Area #1 Bonds and the Future Improvement Area Bonds throughout this SAP.

“Pledged Revenue Fund” means the separate and unique fund established by the City under such name pursuant to the Indenture wherein the Assessment Revenues are deposited.

“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.

“Project” has the meaning given in the recitals to this Agreement.

“Project Costs” means the total of all Actual Costs.

“Project Engineer” means the civil engineer or firm of civil engineers selected by the Owner to perform the duties set forth herein, which is currently Kimley-Horn and Associates.

“Project Fund” means the separate and unique fund established by the City under such name pursuant to the Indenture as described in Section 5.02 hereof.

“Property” has the meaning given in the recitals to this Agreement.

“Public Property” means property, real property, right of way, and easements located within the boundaries of the District owned by or irrevocably offered for dedication to the federal government, the State, the County, the City, a school district, a public utility provider, or any other political subdivision or public agency, whether in fee simple, through an easement, or by plat.

“Regulatory Requirements” means the requirements and provisions of any state or federal law, and any permits, rules, orders or regulations issued or adopted from time to time by

any regulatory authority, state, federal or other, having jurisdiction over the Authorized Improvements, as adjusted by the Development Agreement.

“Reimbursement Payment” has the meaning given in Section 4.03(c).

“SAP Consultant” means PIDWorks, LLC.

“Segment” or “Segments” means the discrete portions of the Authorized Improvements identified as such.

“Service and Assessment Plan” means the Blanco River Ranch Public Improvement District Service and Assessment Plan (as such plan is amended and updated from time to time), to be initially adopted by the City Council in the Assessment Ordinance for the purpose of assessing allocated costs against property located within the boundaries of the District having terms, provisions, and findings approved and agreed to by the Owner, as required by Article II of this Agreement.

“Subdivision Ordinance” means the Hays County Subdivision and Development Regulations in effect as of the Effective Date.

“Tax Certificate” shall have the meaning given in Section 6.01(a) hereof.

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

“Transfer” shall have the meaning given in Section 2.05(b) hereof.

“Transferee” shall have the meaning given in Section 2.05(b) hereof.

“Trustee” means the trustee (or successor trustee) under an Indenture.

“Underwriter” means _____, or its successor.

“Unpaid Balance” shall have the meaning given in the applicable Acquisition and Reimbursement Agreement.

Exhibits “B-1”

PROPERTY DESCRIPTION FOR PROJECT

Exhibit “B-4”

IMPROVEMENT AREAS

Exhibit “C”

FORM OF SERVICE AND ASSESSMENT PLAN

[See Attached]

Exhibit “D”

MAJOR IMPROVEMENTS

<u>Major Improvements</u>	<u>Dedicated to City or County</u>	<u>Estimated Cost</u>

EXHIBIT "E"
FORM OF CERTIFICATION FOR PAYMENT
(Blanco River Ranch)

_____ (“**Construction Manager**”) hereby requests payment for the Actual Cost of the work (the “Draw Actual Costs”) described in attached Attachment A. Capitalized undefined terms shall have the meanings ascribed thereto in the Blanco River Ranch Public Improvement District Financing Agreement between HMBRR Development, Inc., and HMBRR, L.P. (the “**Owner**”), and the City of Kyle, Texas (the “**City**”), dated as of _____ (the “**Finance Agreement**”). In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is an authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.
2. The true and correct Draw Actual Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.
3. Attached as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.
4. Attached as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Draw Actual Costs for which payment is requested.

[Signature Page Follows]

SIGNATURE PAGE TO
FORM OF CERTIFICATION FOR PAYMENT

Date : _____

[Construction Manager Signature Block to be
added]

APPROVAL BY THE CITY

The Draw Actual Costs of each Segment described in Attachment A have been reviewed, verified, and approved by the City Construction Representative. Payment of the Draw Actual Costs of each such Segment is hereby approved.

Date: _____

CITY OF KYLE, TEXAS

By: _____

ATTACHMENT A TO CERTIFICATION OF PAYMENT

Segment

Description of Work Completed
under this Certification for Payment

Draw Actual Costs

ATTACHMENT B TO CERTIFICATION OF PAYMENT

[attached – bills paid affidavit]

ATTACHMENT C TO CERTIFICATION OF PAYMENT

[attached – receipts]

Exhibit ‘F’

IMPROVEMENT AREA #1 IMPROVEMENTS

[To be provided prior to prior to or simultaneously with issuance of Improvement Area #1 Bonds.]

Exhibit “G”

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is a lawfully authorized representative for HMBRR Development, Inc., and HMBRR, L.P. (the “**Owner**”), and requests payment from the Costs of Issuance Account of the Project Fund (as defined in the Blanco River Ranch Public Improvement District Financing Agreement) from _____ (the “**Trustee**”) in the amount of _____ (\$_____) to be transferred from the Cost of Issuance Account of the Project Fund upon the delivery of the [_____ Bonds] for costs incurred in the establishment, administration, and operation of the Blanco River Ranch Public Improvement District (the “**District**”), as follows.

In connection to the above referenced payment, the Owner represents and warrants to the City as follows:

1. The undersigned is an authorized officer of the Owner, is qualified to execute this Closing Disbursement Request on behalf of the Owner, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID 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 Owner with the establishment of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan. The itemized costs are as follows:

[insert itemized list of costs here]

TOTAL REQUESTED: \$_____

4. The Owner is in compliance with the terms and provisions of the Blanco River Ranch Public Improvement District Financing Agreement, the Indenture and the Service and Assessment Plan.

5. All conditions set forth in the Indenture and [the Acquisition and Reimbursement Agreement for _____] for the payment hereby requested have been satisfied.

6. The Owner agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete its review.

Payments requested hereunder shall be made as directed below:

[Information regarding Payee, amount, and deposit instructions]

I hereby declare that the above representations and warranties are true and correct.

By:

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include the payments in the City Certificate submitted to the Trustee directing payments to be made from Cost of Issuance Account upon delivery of the Bonds.

CITY OF KYLE, TEXAS

By: _____
Name: _____
Title: _____

Exhibit “H”

ACQUISITION AND REIMBURSEMENT AGREEMENT

[See Attached]

**BLANCO RIVER RANCH PUBLIC IMPROVEMENT DISTRICT
ACQUISITION AND REIMBURSEMENT AGREEMENT**

This Blanco River Ranch Public Improvement District Acquisition and Reimbursement Agreement (this “Agreement”) is executed between HMBRR Development, Inc., a Texas corporation, HMBRR, LP, a Texas limited partnership, and HMBRR, LP #2, a Texas limited partnership (including their designated successors and assigns, the “Owner”) and the City of Kyle, Texas (the “City”) to be effective _____, 20__ (collectively, the “Parties”).

RECITALS

WHEREAS, on June 6, 2017, the Kyle City Council (the “City Council”) passed and approved a resolution (the “Creation Resolution”) authorizing the creation of the Blanco River Ranch Public Improvement District (the “PID” or “District”) covering approximately 858.7 acres of land described by a map thereof in the Creation Resolution (the “District Property”); and

WHEREAS, on _____, 2017, the City Council approved the Blanco River Ranch Public Improvement District Financing Agreement by and between the Owner and City (the “PID Financing Agreement”);

WHEREAS, the purpose of the District is to finance certain improvements authorized by Chapter 372, Texas Local Government Code (the “Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, Assessments have been levied against the Assessed Property within the District for the construction of the Authorized Improvements in accordance with the Blanco River Ranch Public Improvement District Service and Assessment Plan (as the same may be amended or updated from time to time, the “SAP”) which was originally approved by the City Council on _____, 2018; and

WHEREAS, the SAP recommended an assessment be levied against the District Property in the amount of \$_____ (the “Assessment”); and

WHEREAS, the SAP recommended that each of the lots within District Property be assessed \$_____; and

WHEREAS, the PID Financing Agreement between the Owner and the City states that certain Authorized Improvements are intended to be constructed pursuant to one or more Acquisition and Reimbursement Agreements and paid for by the Owner prior to the issuance of PID Bonds intended to fund such Authorized Improvements and that the funding of such improvements will be governed by the applicable Acquisition and Reimbursement Agreement and Article IV of the PID Financing Agreement; and

WHEREAS, Owner is ready to commence the design and/or construction of the Authorized Improvements (herein so called) which are more particularly described in the SAP and on the attached Exhibit A; and

WHEREAS, all revenue received and collected by the City from the Assessment (excluding any reasonable collection and/or administrative costs, the "Assessment Revenue") shall be deposited into an account held by the City that is segregated from all other funds of the City and used solely for the purposes set forth herein (the "Assessment Reimbursement Fund"); and

WHEREAS, the Parties intend that the Repayment Amount (defined below) shall be reimbursed to Owner from (i) the Assessment Reimbursement Fund, and/or (ii) the net proceeds of PID Bonds issued by the City and secured by the Project Fund; and

WHEREAS, capitalized terms not defined herein shall have the meaning ascribed to them in the PID Financing Agreement.

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals in the "WHEREAS" clauses of this Agreement are true and correct, and are incorporated as part of this Agreement for all purposes.
2. Assessment Reimbursement Fund.
 - (a) When PID Bonds are issued, the City shall bill, collect, and deposit into the Pledged Revenue Fund of the Indenture all Assessment Revenue constituting "pledged revenues" as defined in the Indenture.
 - (b) When PID Bonds have been defeased, the City shall bill, collect, and immediately deposit the Assessments collected into an Assessment Reimbursement Fund (excluding Administrative Expenses and Delinquent Collection Costs). Funds in the Assessment Reimbursement Fund shall only be used to pay Costs of the Authorized Improvements in accordance with this Agreement.
3. Repayment Amount. Subject to the terms, conditions, and requirements contained herein, the City agrees to reimburse the Owner, and the Owner shall be entitled to receive from the City, the amount equal to the Actual Cost of the Authorized Improvements (the "Repayment Amount") plus interest on the unpaid balance in accordance with the terms of this Agreement until _____, 20____ (the "Maturity Date"); provided, however, the Repayment Amount shall not exceed \$_____. The Repayment Amount shall be payable to the Owner solely from: (i) the Assessment Revenues deposited in the Assessment Reimbursement Fund; (ii) the net proceeds (after payment of costs of issuance) of PID Bonds issued by the City and secured by the Assessment Revenues; or (iii) a combination of items (i) and (ii). The Repayment Amount is authorized by the Act, was approved by the City Council, and represents the total costs to be assessed against the Assessed Property for the Authorized Improvements which, upon completion, will be dedicated in fee and accepted by the City or County, pursuant to the terms of the PID Financing Agreement. The unpaid

Repayment Amount shall bear simple interest per annum at the rate of (x) ____ % for years one through five and (y) ____% for years six through the Maturity Date or until PID Bonds are sold, whichever is earlier. If any portion of the Repayment Amount remains unpaid after the City has elected to sell PID Bonds, the interest rate paid to the Owner shall be the same as the interest rate on the PID Bonds; however, such rate shall not exceed ____%. The interest rate has been approved by the City Council and complies with the Act.

4. Unpaid Balance. The Repayment Amount, plus interest as described above (collectively, the “Unpaid Balance”), is payable to the Owner and secured under this Agreement solely as described herein. No other City funds, revenue, taxes, income, or property shall be used even if the Unpaid Balance is not paid in full at the Maturity Date. The City acknowledges and agrees that until the Unpaid Balance is paid in full, the obligation of the City to use the Assessment Reimbursement Fund to pay the Unpaid Balance to Owner is absolute and unconditional and that the City does not have, and will not assert, any defenses to such obligation.
5. City Collection Efforts. The City will use all reasonable efforts to receive and collect Assessment Revenue concurrently with the collection of City ad valorem taxes (including the foreclosure of liens resulting from the nonpayment of the Assessments, or other charges due and owing under the SAP), and upon receipt and collection, immediately deposit the same into the Assessment Reimbursement Fund. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessments, such failure and inability shall not constitute default by the City under this Agreement. This Agreement and/or any of the PID Bonds shall never give rise to or create:
 - (a) a charge against the general credit or taxing powers of the City or any other taxing unit;
or
 - (b) a debt or other obligation of the City payable from any source of revenue, taxes, income, or properties of the City other than from the Assessments or from the net proceeds of the PID Bonds.
6. Process for Payment from the Assessment Reimbursement Fund. After completion of design or construction of the Authorized Improvements, Owner may submit (but not more frequently than monthly) to the City a written request for payment from the Assessment Reimbursement Fund in the form attached hereto as Schedule 1 (each a “Payment Request”) to disburse all or a portion of the Assessment Reimbursement Fund to pay for the cost of constructing the Authorized Improvements. Each Payment Request shall designate the Authorized Improvements (or portion thereof) to which the Payment Request pertains. This process will continue until the Unpaid Balance is paid in full, whether through the issuance of PID Bonds or not.
7. Issuance of PID Bonds. The City intends to issue PID Bonds to reimburse the Developer for the Unpaid Balance. If the PID Bonds are not sufficient to fully reimburse the Developer for the Unpaid Balance, then, in addition to receiving the net proceeds of the PID Bonds, the Owner may continue to receive the Periodic Repayment Amounts from eligible accounts and

funds established in the Indenture.. Furthermore, if the Owner has still not received the entire Unpaid Balance after the foregoing actions, then, the City intends to issue Additional PID Bonds to reimburse Owner for the Unpaid Balance. In the case where net proceeds of the PID Bonds do not cover the entire Unpaid Balance, then PID Bonds Assessment Revenues shall first be used to service the PID Bonds and then to reimburse Owner for the Unpaid Balance in accordance with the Indenture. The Parties acknowledge that the approval of the issuance of any PID Bonds by the City Council is a governmental function within the City Council's sole discretion.

8. Termination. Once all payments paid to the Owner under this Agreement (including net proceeds of PID Bonds) equal the Unpaid Balance, this Agreement shall terminate; provided, however that if on the Maturity Date, after application of the net proceeds of any PID Bonds, any portion of the Unpaid Balance remains unpaid, such Unpaid Balance shall be canceled and for all purposes of this Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL; if any Assessment Revenue remains due and payable and are uncollected on the Maturity Date, such Assessment Revenue, when, as, and if collected after the Maturity Date, shall be applied to any amounts due in connection with outstanding PID Bonds, and then paid to the Owner and applied to the Unpaid Balance in accordance with the Indenture.
9. Nonrecourse Obligation. The obligations of the City under this Agreement are nonrecourse and payable only from (i) Assessments, or (ii) net proceeds of PID Bonds; such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its employees shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Agreement or their acts or omission under this Agreement.
10. No Defense. Following the City's inspection and approval of the Authorized Improvements, there will be no conditions or defenses to the obligation of the City to use the proceeds of any PID Bonds to pay the Unpaid Balance and to pledge the Assessment Revenues as security for such bonds, other than the City's right to pay costs of issuance of such bonds, costs of collection and administration, and/or other costs incurred by the City relating to the Authorized Improvements. As applicable, the City agrees to transfer such portion of the Assessment Revenues to the Trustee under the Indenture.
11. No Waiver. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Agreement against any person or entity involved in the design, construction, or installation of the Authorized Improvements.
12. Amendment for Additional PID Bonds. If Additional PID Bonds are issued in the future, the Owner and City agree to amend this Agreement (if required or reasonably necessary) to adjust defined terms and/or other applicable provisions.

13. Governing Law Venue. This Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of a dispute involving this Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Hays County, Texas.

14. Notice. Any notice required or contemplated by this Agreement shall be deemed given at the addresses shown below: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 24 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

If to City: Scott Sellers
City Manager
City of Kyle
100 W. Center St.
Kyle, Texas 78640
Facsimile: (512) _____

If to Owner: Blake Magee
1011 North Lamar Blvd.
Austin, Texas 78703
Facsimile: (512) 481-0333

With a copy to: Armbrust & Brown, PLLC
Attn: Sharon Smith
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Facsimile: (512) 435-2360

15. Invalid Provisions. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Agreement shall remain in full force and effect.

16. Exclusive Rights of Owner. Owner’s right, title and interest into the payments of Repayment Amounts, as described herein, shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its Unpaid Balance to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Subject to the terms of Section 17 hereof, Owner has the right to collaterally convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owner’s right, title, or interest under this Agreement including, but not limited to, any right, title or interest regarding receipt of payments of Owner in and to payment of its Unpaid Balance (a “Transfer,” and the person or

entity to whom the transfer is made, a “Transferee”). Further, any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer. No Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer.

17. Assignment.

- (a) Subject to subparagraph (b) below, Owner may, in its sole and absolute discretion, assign this Agreement with respect to all or part of the Property from time to time to any third party. Owner shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement for the part of the Project so assigned. The City, may, in its discretion, determine that an assignee is an “Obligated Person,” for the purposes of compliance with 17 C.F.R. § 240.15c2-12 (f)(10). For the purposes of 17 Code of Federal Regulations 240.15c2-12 and municipal securities disclosure, an assignee under this section 17(a) is an “Obligated Person” to the extent the assignee meets the definition of “Obligated Person” in the Owner Continuing Disclosure Agreement.
- (b) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.
- (c) “Designated Successors and Assigns” shall mean (i) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 16; (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner’s assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

18. Right to Designate Right to Receive Payments. The Owners, in its sole discretion, may designate, by written notice to the City, which party comprising the Owner will receive payments under this Agreement, and if payments are to be allocated between more than one such Owner, what percentage or amount is payable to each such Owner party.

19. Failure; Default; Remedies.

- (a) If either Party fails to perform an obligation imposed on such Party by this Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” Upon the occurrence of a Failure by a nonperforming Party, the other Party shall notify the nonperforming Party in writing specifying in reasonable detail the nature of the Failure.

The nonperforming Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the nonperforming Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period (not to exceed 90 days) so long as the nonperforming Party is diligently pursuing a cure.

- (b) If the Owner is in Default, the City's sole and exclusive remedy shall be to seek specific enforcement of this Agreement. No Default by the Owner, however, shall: (1) affect the obligations of the City to use the net proceeds of the PID Bonds as provided in Sections 6 and 7 of this Agreement; or (2) entitle the City to terminate this Agreement. In addition to specific enforcement, the City shall be entitled to attorney's fees, court costs, and other costs of the City to obtain specific enforcement.
- (c) If the City is in Default, the Owner's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Agreement.

20. Miscellaneous.

- (a) The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.
- (b) The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Agreement.
- (c) 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 Owner any rights, remedies, or claims under or by reason of this Agreement, and all covenants, conditions, promises, and agreements in this Agreement shall be for the sole and exclusive benefit of the City and the Owner.
- (d) This Agreement may be amended only by written agreement of the Parties.
- (e) This Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of _____, 20__, to be effective as of the date written on the first page of this Agreement.

CITY OF KYLE, TEXAS

By: _____
Name: _____
Title: _____

[Signatures Continue on Next Page]

HMBRR DEVELOPMENT, INC.,
a Texas corporation

By: _____
Blake J. Magee, President

HMBRR, LP, a Texas limited partnership

By: Hanna Magee GP #1, Inc., a Texas
corporation, its General Partner

By: _____
Blake J. Magee, President

HMBRR, LP #2, a Texas limited partnership

By: Hanna Magee GP #1, Inc., a Texas
corporation, its General Partner

By: _____
Blake J. Magee, President

Exhibit A

Authorized Improvements

Schedule 1

Form of Payment Request

[Insert example from Financing Agreement]

**FIRST AMENDMENT TO
THE 6 CREEKS PUBLIC IMPROVEMENT DISTRICT
FINANCING AGREEMENT**

This First Amendment to the 6 Creeks Public Improvement District Financing Agreement (the “*Amendment*”) is made, entered into and effective as of April 16, 2019 (the “*Amendment Effective Date*”) by the City of Kyle, a Texas home-rule municipal corporation (the “*City*”) and HMBRR Development, Inc., a Texas corporation, HMBRR, L.P., a Texas limited partnership, and HMBRR, LP #2, a Texas limited partnership (collectively the “*Owner*”). The City and the Owner are herein referred to together as the “*Parties*.”

Recitals:

WHEREAS, the City entered into that certain Blanco River Ranch Public Improvement District Financing Agreement with the Owner, dated effective as of July 18, 2017 (the “*Financing Agreement*”); and

WHEREAS, on September 18, 2018, the City Council approved the renaming of the District from Blanco River Ranch Public Improvement District to the 6 Creeks Public Improvement District and adopted Resolution No. 1118; and

WHEREAS, this City Council intends to issue City of Kyle, Texas Special Assessment Revenue Bonds, Series 2019 (6 Creeks Public Improvement District Improvement Area #1 Project) to fund, among other things, the Improvement Area #1 Projects described in the District’s service and assessment plan (the “*Series 2019 Bonds*”); and

WHEREAS, an Indenture of Trust by and between the City and UMB Bank, N.A., as Trustee, will be executed at the time the Series 2019 Bonds are authorized (the “*Indenture*”); and

WHEREAS, Section 13.2 of the Indenture lists the parameters for the issuance of Additional Improvement Area #1 Bonds and Refunding Bonds; and

WHEREAS, the Parties desire to replace Section 5.09 of the Financing Agreement in its entirety to conform the parameters for the issuance of Additional Improvement Area #1 Bonds and Refunding Bonds as stated in the Financing Agreement to Section 13.2(c) of the Indenture; and

WHEREAS, the Parties desire to add provisions to the Financing Agreement to address the ownership, operation, and maintenance of detention ponds in the District by amending Section 4.01(c);

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. RECITALS; DEFINITIONS

Section 1.01. Recitals. The foregoing recitals are incorporated herein and made a part of this Amendment for all purposes.

Section 1.02. Definitions. Words and phrases used in this Amendment shall, if defined in the Financing Agreement and not specifically modified by this Amendment, shall have the definition and meaning as provided in the Financing Agreement.

ARTICLE II. AMENDMENTS

Section 2.01. Section 5.09 of the Financing Agreement is hereby removed in its entirety and replaced with the following:

5.09. Additional Obligations or Other Liens; Additional Parity Bonds.

(a) For this Section 5.09, the following terms, which will also be defined in the Indenture of Trust by and between the City and UMB Bank, N.A., as Trustee, securing the City of Kyle, Texas Special Assessment Revenue Bonds, Series 2019 (6 Creeks Public Improvement District Improvement Area #1 Project) (the "Series 2019 Indenture") shall have the meanings specified below. To the extent that there is any conflict between any definition as stated in this Section 5.09(a) and the Series 2019 Indenture, the applicable definition as stated in the Series 2019 Indenture shall control.

"2019 Amended and Restated Service and Assessment Plan" means the Service and Assessment Plan, as amended and restated by the Amended and Restated Service and Assessment Plan passed and approved by City Council on the date that it approved the issuance and sale of the PID Bonds, as same may be further amended, updated, supplemented or otherwise modified from time to time.

"Additional Improvement Area #1 Bonds" means Bonds issued to fund Improvement Area #1 Projects or refund the Improvement Area #1 Reimbursement Obligation, in whole or in part, that are secured by the Assessments.

"Additional Obligations" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary note or time warrant secured in whole or in part by an assessment, other than the Assessments securing the Bonds and the Improvement Area #1 Reimbursement Obligation, levied against property within the District in accordance with the PID Act.

"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).

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

“Assessment Roll” means the Assessment Roll for the Assessed Properties within Improvement Area #1 of the District, included in the 2019 Amended and Restated Service and Assessment Plan as Exhibit F, or any other Assessment Roll in an amendment or supplement to the 2019 Amended and Restated Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessments, as updated, modified or amended from time to time in accordance with the procedures set forth in the 2019 Amended and Restated Service and Assessment Plan and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update

“Assessments” mean the aggregate assessments shown on the Assessment Roll. The singular of such term means the assessment levied against an Assessed Property, as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Property or reduction according to the provisions of the 2019 Amended and Restated Service and Assessment Plan and the PID Act.

“Bonds” or *“Bond”* means all bonds or any bond authorized by a bond ordinance to finance one or more Authorized Improvements.

“Bond Year” means the one-year period beginning and ending on the dates specified in the applicable indenture of trust.

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

“Closing Date” means the date of the initial delivery of and payment for the applicable Series of Bonds.

“Improvement Area #1 Reimbursement Obligation” means an amount not to exceed \$4,420,000 secured, on a subordinate basis to the PID Bonds, by the Assessments levied against Assessed Properties to be paid to the Landowner to reimburse the Landowner for advancing Actual Costs of the Improvement Area #1 Projects, pursuant to the Acquisition and Reimbursement Agreement.

“Landowner” means HMBRR Development, Inc., a Texas corporation, HMBRR, L.P., a Texas limited partnership, and HMBRR, LP #2, a Texas limited partnership, collectively.

“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.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements.

“Outstanding” means, as of any particular date when used with reference to one or several of the Bonds, all such Bonds except (i) any Bond that has been canceled by the Trustee for the

indenture of trust for the designated Series of Bonds (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in the applicable indenture of trust,, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to the terms of the applicable indenture of trust.

“Refunding Bonds” means Bonds secured by a parity lien, with the Outstanding Bonds, on the trust estate as created for and under indenture of trust for such Outstanding Bonds.

“Reserve Account Requirement” means the sum of the Series 2019 Reserve Account Requirement, as specified in the indenture of trust for the PID Bonds plus the additional amounts, if any, required to be deposited to the Reserve Account, as created under the indenture of Trust for the PID Bonds, pursuant to each Supplemental Indenture authorizing the issuance of a Series of Bonds.

“Series” means any designated series of Bonds issued to finance Authorized Improvements.

“Sinking Fund Installment” means the amount of money to redeem or pay at maturity the principal of the PID Bonds payable from such installments at the times and in the amounts provided in indenture of trust for the PID Bonds.

“Supplemental Indenture” means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements the indenture for the PID Bonds.

“Trustee” means the entity designated as Trustee for the indenture of trust for the designated Bonds.

(b) The City reserves the right to issue Additional 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.

(c) Other than the Additional Improvement Area #1 Bonds (issued in accordance with subsection (d) below) and Refunding Bonds issued to refund all or a portion of the Bonds, the City will not create or voluntarily permit to be created any debt, lien, or charge on any portion of the Trust Estate, and will not cause or allow any matter or things whereby the lien of this Series 2019 Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Series 2019 Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

(d) The City reserves the right, but shall be under no obligation, to issue Additional Improvement Area #1 Bonds, to finance the Actual Costs of the Improvement Area #1 Projects, including payment of the Improvement Area #1 Reimbursement Obligation, and in accordance with the conditions set forth below:

(i) The City Representative shall provide the Trustee a certificate certifying that (A) the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in this Series 2019 Indenture and (B) the Landowner is not delinquent with respect to fees or any other funds or commitments to be paid to the City in accordance with the Development Agreement or Financing Agreement;

(ii) The Landowner shall provide the Trustee, through an authorized representative, a certificate certifying that the Landowner is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Landowner contained in the Financing Agreement, the Acquisition and Reimbursement Agreement, or the Development Agreement;

(iii) The Administrator shall provide the Trustee a certificate certifying that the Landowner is not delinquent with respect to the payment of Assessments or any ad valorem taxes (other than any ad valorem taxes being contested in good faith);

(iv) The City and the Trustee shall receive a certificate or report from an independent certified appraiser, appraisal firm, or financial consultant, assuming completion of the Improvement Area #1 Projects, demonstrating that the ratio of the aggregate appraised value of all Assessed Properties within Improvement Area #1 to the aggregate principal amount of the Outstanding Bonds and the Additional Improvement Area #1 Bonds to be issued (the "Value to Lien Ratio") is at least 5:1. In calculating the Value to Lien Ratio, the independent certified appraiser, appraisal firm or financial consultant may rely on builder contracts, a certificate from the Administrator identifying lots for which home construction has commenced or the Hays County Tax Assessor/Collector's estimated assessed valuation for completed homes (home and lot assessed valuation) and estimated lot valuation for lots on which homes are under construction;

(v) The Landowner shall provide the City and the Trustee a certificate, through an authorized representative, certifying that no less than 162 single-family lots located within Improvement Area #1 (A) contain completed single-family homes or (B) have been issued a construction permit by the City;

(vi) The principal (including sinking fund installments) of the Additional Improvement Area #1 Bonds must be scheduled to mature on September 1 of the years in which principal is scheduled to mature;

(vii) The interest on the Additional Improvement Area #1 Bonds must be scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid;

(viii) The Reserve Account Requirement shall be increased by an amount equal to no less than 25% of the Maximum Annual Debt Service on the proposed Additional Improvement Area #1 Bonds to be issued as of the Closing Date therefor and such amount shall be deposited as of the same;

(ix) The issuance of such Additional Improvement Area #1 Bonds shall not cause the amount of the Annual Installments to be collected in any year after the issuance of such Additional Improvement Area #1 Bonds to exceed the amount of the Annual Installments collected in the year of the issuance of such Additional Improvement Area #1 Bonds; and

(x) The maximum principal amount of Additional Improvement Area #1 Bonds that may be issued, subject to the approval of the City, in total, is the lesser of (i) the then outstanding balance of the Improvement Area #1 Reimbursement Obligation and (ii) the then outstanding Assessments, less the Assessments required to pay the principal of the Series 2019 Bonds.

(e) The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State, and in accordance with the conditions set forth below:

(i) The principal of all Refunding Bonds must be scheduled to be paid, be subject to mandatory sinking fund redemption, or mature on September 1 of the years in which such principal is scheduled to be paid, subject to mandatory sinking fund redemption or maturity. All Refunding Bonds must bear interest at a fixed rate and any interest payment dates for Refunding Bonds must be March 1 and September 1. The date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of Refunding Bonds shall be set forth in a Supplemental Indenture; and

(ii) Upon their authorization by the City, the Refunding Bonds of a Series issued under this Section 5.09 shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the delivery of said Refunding Bonds to such purchasers or owners there shall have been filed with the Trustee (1) a copy, certified by the City Secretary of the City, of the ordinance or ordinances of the City authorizing the issuance, sale, execution, and delivery of the Refunding Bonds and the execution and delivery of a Supplemental Indenture establishing, among other things, the date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of such Refunding Bonds, and (2) an original executed counterpart of the Supplemental Indenture for such Refunding Bonds.

Section 2.02. Section 4.01(c) of the Financing Agreement is hereby removed in its entirety and replaced with the following:

(c) (1) Except as provided in subsection (2) of this Section 4.01(c), upon written acceptance of an Authorized Improvement, and subject to any applicable maintenance-bond period, the Entity accepting the Authorized Improvement shall be responsible for all operation and maintenance of such Authorized Improvement, including all costs thereof and relating thereto.

(2) The Owner, or property owners association, if Owner establishes a property owners association, shall enter into a maintenance and operations agreement (the "M&O Agreement") in a form agreed upon by the City whereby Owner or property owners association is responsible for all operations and maintenance of the detention and water quality pond improvements included in the Service and Assessment Plan prior to the City's acceptance of the detention and water quality pond improvements. The execution of the M&O Agreement will not cause any tax exempt financing instruments issued by the City and used to finance the detention and water quality pond improvements to constitute "Private Activity Bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), and the terms of the M&O Agreement shall meet the safe harbor conditions set forth in IRS Rev. Proc. 2017-13. The executed M&O Agreement shall be recorded with Hays County Clerk upon execution. In addition, the Owner shall provide the City an easement, in a form acceptable to the City, granting the City the right of access to the detention and water quality pond improvements for the purpose of inspection and compliance with City regulations. The easement shall be granted to the City prior to or at the time the final plat for the phase in which the drainage and water quality pond improvements are located is submitted to the City, and will be a condition of final plat approval.

Section 2.03. The following definitions as stated in Exhibit "A" to the Financing Agreement are hereby removed in their entirety and replaced with the following:

"Appraisal" means the Appraisal of the District dated effective February 27, 2019, prepared by Barletta & Associates.

"City Construction Representative" means Leon Barba, P.E. or such other person selected by the City to oversee the construction of the Authorized Improvements on behalf of the City.

"Future Improvement Areas" means the property within the District, excluding Improvement Area #1, as depicted on the map on Exhibit "B-4" consisting of approximately 761.7288 acres within the District. Future Improvement Areas may be developed in phases after Improvement Area #1, as generally depicted in Exhibit "B-4." The Future Improvement Areas are subject to adjustment and are shown for example only.

"Improvement Area #1" means the initial area to be developed within the PID, consisting of approximately 96.9712 acres within the District and as specifically described in Exhibit "B-1" and as depicted in Exhibit "B-4."

"Improvement Area #1 Bonds" means the "City of Kyle, Texas, Assessment Revenue Bonds, Series 2019 (6 Creeks Public Improvement District Improvement Area #1 Project)" that

are secured by actual revenues received by or on behalf of the City from the collection of Assessments levied against Improvement Area #1 Assessed Property, or the Annual Installments thereof, for the Improvement Area #1 Improvements.

“Improvement Area #1 Reimbursement Obligation” means the amount not to exceed \$4,420,000 secured by Improvement Area #1 Assessed Property to be paid to Owner pursuant to the “6 Creeks Public Improvement District Improvement Area #1 Acquisition and Reimbursement Agreement” having an effective date that is the same as the date on which the City Council authorizes the sale of the Series 2019 Bonds.

“SAP Consultant” means P3Works, LLC.

“Service and Assessment Plan” means the 6 Creeks Public Improvement District Service and Assessment Plan (as such plan is amended and updated from time to time), to be initially adopted by the City Council in the Assessment Ordinance for the purpose of assessing allocated costs against property located within the boundaries of the District having terms, provisions, and findings approved and agreed to by the Owner, as required by Article II of this Agreement.

“Underwriter” means FMS Bonds, Inc.

Section 2.04. The following definitions as stated in Exhibit “A” to the Financing Agreement are hereby modified as follows:

The defined term “Improvement Area #1 Improvements” is hereby replaced with the term “Improvement Area #1 Projects,” which shall have the same meaning as had been given to “Improvement Area #1 Improvements” prior to this First Amendment to the 6 Creeks Public Improvement District Financing Agreement.

The defined term “Administrative Expenses” is hereby replaced with the term “Annual Collection Costs,” which shall have the same meaning as had been given to “Administrative Expenses” prior to this First Amendment to the 6 Creeks Public Improvement District Financing Agreement. The defined terms listed in the Exhibit “A” to the Financing Agreement shall be reordered alphabetically to reflect this amendment.

Section 2.05. The first four recitals of the Financing Agreement are hereby removed in their entirety and replaced with the following:

WHEREAS, the term “Property,” means and refers to the 858.7 acres owned by HMBRR Development Inc., HMBRR, LP, and HMBRR LP#2; and which is more particularly described in the attached Exhibit “B-1”.

Section 2.06. Exhibit “B-1” is hereby amended by the addition of the property description attached hereto as Attachment “A.”

Section 2.07. Exhibit “B-4” is hereby amended by the addition of the description of District

Improvement Areas attached hereto as Attachment "B." Exhibit "B-4" is also hereby renamed "Exhibit 'B-2'", and the term "Exhibit 'B-4'" as used throughout the Financing Agreement is hereby removed and replaced in each instance with the term "Exhibit 'B-2.'"

Section 2.08. Exhibit "D" is hereby removed in its entirety and replaced with Attachment "C."

ARTICLE III. GENERAL PROVISIONS

Section 3.01. Entire Agreement. This Amendment, together with the Financing Agreement, set forth the entire understanding of the Parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

Section 3.02. Anti-Boycott Verification. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Amendment and the Financing Agreement with the City constitute a contract for goods or services, will not boycott Israel during the term thereof. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, as amended, and to the extent such section does not contravene applicable federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

Section 3.03. Iran, Sudan and Foreign Terrorist Organizations. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's Internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made to solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such section does not contravene applicable federal law and excludes the Owner 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. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

Section 3.04. Binding Effect. The terms and provisions hereof shall be binding upon the City, the Owner, and their successors and assigns.

Section 3.05. Effect of Amendment. The Parties agree that, except as modified hereby, the Financing Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Financing Agreement, this Amendment will control and modify the Financing Agreement.

Section 3.06. Counterparts. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the Parties had signed the same document, and all counterparts will constitute one and the same agreement.

Attachments: **Attachment “A” – Exhibit “B-1”**
 Attachment “B” – Exhibit “B-2”
 Attachment “C” – Exhibit “D”

[The remainder of this page intentionally left blank.]

CITY OF KYLE, TEXAS
a home rule city and Texas municipal corporation

By: 
Name: Travis Mitchell
Title: Mayor

HMBRR DEVELOPMENT, INC.,
a Texas corporation

By: 

Name: Blake Magee

Title: President

HMBRR LP

By: Hanna Magee GP #1, Inc., a Texas corporation,
General Partner

By: 

Name: Blake Magee

Title: President

HMBRR LP #2

By: Hanna Magee GP #1, Inc., a Texas corporation,
General Partner

By: 

Name: Blake Magee

Title: President

ATTACHMENT "A"

Exhibit "B-1"

Blanco River Ranch
858.70 acres

PROPERTY DESCRIPTION EXHIBIT A

BEING 858.70 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS ¼ LEAGUE NO. 14, ABSTRACT 360, AND THE CALEB W. BAKER SURVEY, ABSTRACT 31 HAYS COUNTY, TEXAS AND BEING A PORTION OF TRACT I, A CALLED 1,971.29 ACRE TRACT AND ALL OF TRACT II, A CALLED 195.14 ACRE TRACT AS DESCRIBED IN A DEED FROM THE STATE OF TEXAS TO BLANCO RIVER RANCH, LP AND RECORDED IN VOLUME 5230, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 858.70 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH ALL BEARING REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

BEGINNING at an iron rod with aluminum cap stamped "Kent McMillian" found marking the most northerly corner of a called 311.56 acre tract described in a deed to Robert Nance recorded in Volume 4459, Page 137 of said Deed Records, same being the northwest corner of a called 195.14 acre tract described in the aforementioned deed to Blanco River Ranch as Tract II and being on the southeasterly line of said 1,971.29 acre Tract I;

THENCE, with the southerly line of said 1,971.29 acre tract, same being the northeasterly line of said 311.56 acre tract S43°59'58"W, 1916.27 feet to a ½-inch iron rod with cap stamped "AST" set on the northerly line of proposed RM 150;

THENCE, leaving said southerly line and crossing said 1,941.29 acre tract with the proposed northerly line of RM 150 the following courses and distances:

1. N65°08'51"W, 49.48 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the right;
2. with a curve to the right, 381.25 feet, having a radius of 925.00 feet, a central angle of 23°36'54" and a chord bearing and distance of N53°30'43"W, 378.55 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
3. N41°42'16"W, 336.00 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;
4. with the arc of said curve to the left, 151.93 feet, having a radius of 1100.00 feet, a central angle of 07°54'48" and a chord bearing and distance of N45°39'41"W, 151.81 feet to a ½ inch iron rod with cap stamped "AST" set for point of tangency;
5. N49°37'05"W, 572.43 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
6. N51°37'01"W, 75.00 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
7. N53°36'58"W, 749.01 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;

8. with the arc of said curve to the left, 93.33 feet, having a radius of 1025.00 feet, a central angle of 05°13'01" and a chord bearing and distance of N56°13'28"W, 93.30 feet to a ½-inch iron rod with cap stamped "AST" set for the most westerly southwest corner of the herein described tract;

THENCE leaving said proposed right of way line and with a dry creek, the following courses and distances:

1. N26°31'11"E, 563.37 feet to a calculated point;
2. N46°09'29"E, 1179.39 feet to a calculated point;
3. N28°22'57"E, 708.36 feet to a calculated point;
4. N44°16'34"E, 582.28 feet to a calculated point at the beginning of a curve to the right;
5. with a curve to the right, 297.90 feet, having a radius of 1184.66 feet, a central angle of 14°24'28" and a chord bearing and distance of N77°54'54"E, 297.12 feet to a calculated point;
6. N04°51'54"W, 125.14 feet to a calculated point;
7. N23°10'37"E, 321.60 feet to a calculated point;
8. N13°08'23"W, 681.62 feet to a calculated point;
9. N31°45'00"E, 255.79 feet to a calculated point;
10. N08°23'37"E, 473.49 feet to a calculated point;
11. N02°33'01"W, 195.07 feet to a calculated point;
12. N30°53'10"W, 576.14 feet to a calculated point;
13. N01°26'31"W, 729.89 feet to a calculated point;
14. N38°05'39"W, 1250.80 feet to a calculated point;
15. N20°33'26"E, 282.73 feet a ½-inch iron rod with cap stamped "AST" set for the most westerly northwest corner of the herein described tract on the northerly line of said 1,971.29 acre tract, same being on the southerly line of Park Land Lot 23 of Arroyo Ranch, Section One, a subdivision of record in Volume 10, Page 180 of the Hays County Official Public Records;

THENCE, with the northerly line of said 1,971.29 acre tract, S82°42'45"E, 432.46 feet to a point located in the centerline of the remains of an old stone fence corner for an angle point in the north line of the herein described tract, from which a ½"-inch iron rod bears S88°19'W, 37.5 feet;

THENCE, continuing with said northerly line, N43°55'32"E, 1271.63 feet to a 2-inch metal fence post at the most northerly northwest corner of said 1,971.29 acre tract and being the common corners of Lots 12, 13 and 19, Block D of said Arroyo Ranch Section One subdivision;

THENCE, with the easterly line of said 1,971.29 acre tract the following courses and distances:

1. S46°19'30"E, at 185.02 feet passing the south line of said Arroyo Ranch subdivision and north line of a 20.3 acre tract described in a deed to F. Javier, Jr et al and recorded in Volume 2813, Page 359 of said Official Public Records and continuing for a total distance of 887.68 feet to a found ½-inch iron rod for the south corner of said Javier tract, same being the westerly corner of

a 21.15 acre tract described in a deed to Nancy L. Russell and Randall W. Russell and recorded in Volume 4385, Page 135 of said Official Public Records;

2. S46°48'04"E, 579.01 feet to a found ½-inch iron rod for the south corner of Russell and being the westerly corner of Quail Meadows Subdivision as recorded in Volume 7, Page 47 of the Hays County Plat Records;
3. With the southwesterly line of said subdivision, S46°06'19"E, 409.08 feet to ½-inch iron rod for angle point;
4. S47°09'10"E, 405.41 feet to ½-inch iron rod for angle point;
5. S47°52'54"E, 295.90 feet to ½-inch iron rod for angle point;
6. S47°18'52"E, 296.88 feet to ½-inch iron rod for angle point;
7. S47°21'24"E, 132.10 feet to ½-inch iron rod for angle point;
8. S47°07'34"E, 179.01 feet to ½-inch iron rod for angle point;
9. S46°55'27"E, 248.69 feet to ½-inch iron rod for most southerly corner of said subdivision and the westerly corner of a called 57.26 acre tract described in a deed to Kyle Mortgage Investors, LLC and recorded in Volume 3416, Page 789 of said Official Public Records;
10. S45°43'31"E, 436.59 feet to a fence post for angle point;
11. S46°32'55"E, 1447.00 feet to an iron rod with aluminum cap stamped "Kent McMillian" at an interior ell corner of said 1,971.29 acre tract;
12. Continuing with the easterly line of said 1,971.29 acre tract, S40°23'35"W, 1023.40 feet to a ½-inch iron rod found at the westerly corner of a called 1.259 acre tract described in a deed to Robin Robinson and recorded in Volume 5358, Page 587 of said Official Public Records;
13. S50°23'48"E, 255.70 feet to a fence post for angle point;
14. N40°43'43"E, 42.89 feet to a ½-inch iron rod with cap stamped "AST" set;
15. S52°09'40"E, at 85.22 feet passing a ½-inch iron rod found at the westerly corner of a called 0.72 acre tract described in a deed to Robin and Gale Robinson and recorded in Volume 4689, Page 363 of said Official Public Records and continuing for a total distance of 244.62 feet to a ½-inch iron rod with cap stamped "AST" set;
16. N43°53'50"E, 92.19 feet to a ½-inch iron rod with cap stamped "AST" set;
17. S78°26'49"E, 101.27 feet ½-inch iron rod found on the westerly right of way line of N. Old Stagecoach Road (width varies);

THENCE, with said westerly right of way line the following course and distances:

1. S16°21'49"E, 511.37 feet to a ½-inch iron rod with cap stamped "AST";
2. S16°20'38"E, 1420.21 feet to a 60d nail found next to a cedar fence post and
3. S16°48'53"E, 800.20 feet to a ½-inch iron rod with cap stamped "AST" set for the most easterly southeast corner of this tract;

THENCE, leaving said westerly right of way line and with fence along the southeasterly line of said 195.14 acre tract, S36°01'23"W, 42.36 feet to a cedar fence post;

THENCE, continuing with said southeasterly line, same being the northwesterly line of a called 132.59 acre tract described in a deed to Felder CND, LLC and recorded in Volume 5224, Page 246 of the Hays County Official Public Records the following courses and distances:

1. S48°36'08"W, 1583.50 feet to a cedar fence post;
2. N49°26'16"W, 34.23 feet to a cedar fence post;
3. S25°40'41"W, 39.42 feet to an iron rod with cap stamped "Vickrey";
4. S48°29'40"W, 2127.73 feet to a cedar fence post with "Mag Nail" on the northerly right of way line of Cypress Road (aka Limekiln Road) (width undetermined) at the southeast corner of said 195.14 acre tract from which an iron rod with aluminum cap stamped "Kent McMillian" bears S21°57'46"W, 50.84 feet;

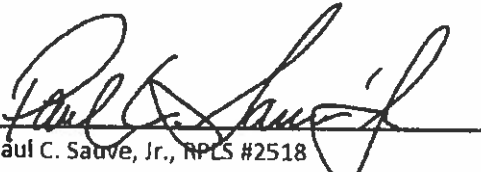
THENCE, with said northerly right of way line, N77°16'32"W, 599.91 feet to a cedar fence post on the easterly line of said 311.56 acre tract;

THENCE, with fence and the easterly line of said 311.56 acre and westerly line of said 195.14 acre tract the following courses and distances:

1. N16°48'19"W, 270.65 feet to a calculated angle point in said line and;
2. N17°13'44"W, 1607.95 feet to the POINT OF BEGINNING and containing 858.70 acres of land, more or less.

SURVEYOR'S STATEMENT

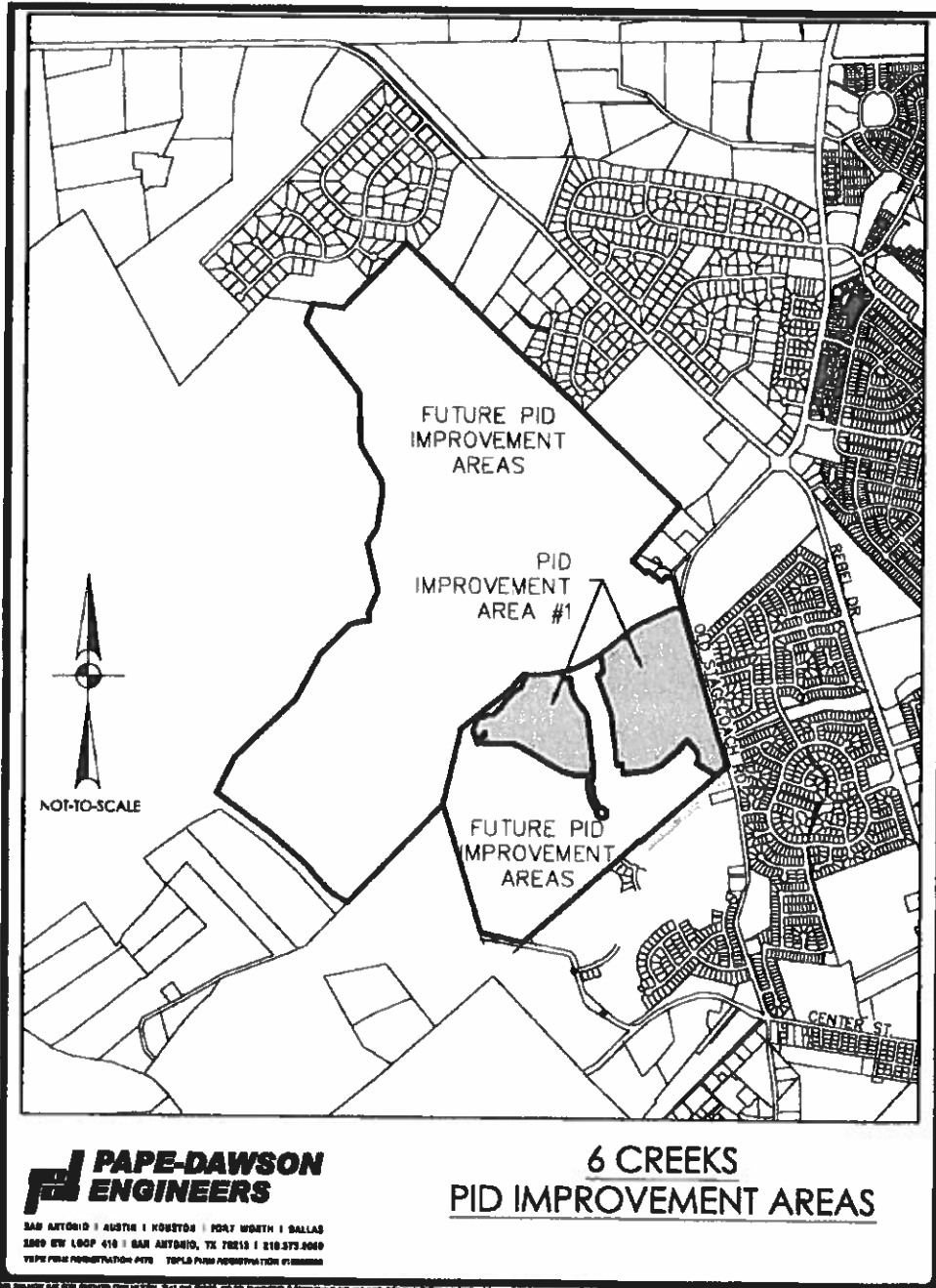
I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.


Paul C. Sauve, Jr., RPLS #2518
Austin Spatial Technologies, LLC
December 5, 2016



ATTACHMENT "B"

Exhibit "B-2"



ATTACHMENT "C"

Exhibit "D"

MAJOR IMPROVEMENTS

<u>Major Improvements</u>	<u>Dedicated to the City or County</u>	<u>Estimated Cost</u>
Wastewater Treatment Plant Capacity	City	\$31,651
Lift Station and Force Main	City	\$89,151
Offsite Water Improvements	City	\$340,177
Old Stagecoach Improvements	City	\$255,133
Park and Trail Improvements	City	\$321,468
Entry, Walls and Landscaping	City	\$797,716
Internal Roadway and Grading	County	\$2,853,778
Internal Water Improvements	City	\$1,446,469
Internal Wastewater Improvements	City	\$1,871,035
Internal Drainage Improvements	City	\$1,389,142
Detention/Water Quality Pond	City	\$2,109,226
Total		\$11,504,946

**PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS
UNDER 6 CREEKS PUBLIC IMPROVEMENT DISTRICT
FINANCING AGREEMENT**

This Partial Assignment and Assumption of Rights and Obligations Under 6 Creeks Public Improvement District Financing Agreement (this “**Assignment**”) is by and between **HMBRR LP #2**, a Texas limited partnership (“**Assignor**”), and **HM 6 Creeks Development, Inc.**, a Texas corporation (“**Assignee**”) as follows.

RECITALS

WHEREAS, HMBRR Development, Inc., a Texas corporation, HMBRR, L.P., a Texas limited partnership, and Assignor (including their Designated Successors and Assigns, collectively the “**HM Entities**”), and the City of Kyle, Texas (the “**City**”), entered into the 6 Creeks Public Improvement District Financing Agreement dated effective July 18, 2017 (the “**Original Financing Agreement**”) with respect to 858.7 acres in Hays County, Texas more fully described in the Original Financing Agreement (the “**Property**”); and

WHEREAS, as of the Effective Date of the Original Financing Agreement, (i) HMBRR Development, Inc. owned 61.49 acres of the Property more particularly described in the Original Financing Agreement (“**Tract 1**”), (ii) HMBRR LP owned 188.51 acres of the Property more particularly described in the Original Financing Agreement (“**Tract 2**”), and (iii) Assignor owned 608.7 acres of the Property more particularly described in the Financing Agreement (“**Tract 3**”);

WHEREAS, the City and the HM Entities modified the Original Financing Agreement by First Amendment to the 6 Creeks Public Improvement District Financing Agreement (the “**First Amendment**”) dated effective April 16, 2019, and the term “**Financing Agreement**” as used herein, refers to the Original Financing Agreement as modified by the First Amendment; and

WHEREAS, Section 8.03 of the Original Financing Agreement, as modified by the First Amendment, provides that the Owner may, in its sole and absolute discretion, assign the Financing Agreement with respect to all or part of the Project (as defined in the Financing Agreement) so long as the assigned rights and obligations are assumed without modifications to the Financing Agreement; and

WHEREAS, on or about September 23, 2020 (the “**Effective Date**”), Assignor sold and conveyed to Assignee 249.05 acres, more or less, out of Tract 3, which is more particularly described on Exhibit A attached to this Assignment (the “**249.05 Acres**”), and wishes to assign to Assignee Assignor’s rights and obligations under the Financing Agreement as to the 249.05 Acres (but not as to the balance of Tract 3) as as of the Effective Date, as more particularly described below.

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. The Recitals set out above are true and correct and are incorporated into this Assignment for all purposes.

2. Assignor assigns all its rights and obligations under the Financing Agreement *as to the 249.05 Acre Tract only* to Assignee. Assignor retains all rights and obligations under the Financing Agreement as to the remainder of Tract 3.
3. Assignee accepts the assignment of Assignor's rights and obligations under the Financing Agreement as to the 249.05 Acre Tract only.
4. This assignment is to a Designated Assignee.
5. To facilitate execution, this instrument may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a copy of a signature transmitted by facsimile or e-mail (e.g., .pdf or Adobe) will be deemed to be an original signature for all purposes. It is not necessary to confirm the copy transmitted by facsimile or e-mail (e.g., .pdf or Adobe) by delivery of the original. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

This Assignment shall be effective from and after the Effective Date.

(Signature Pages Follow)

Assignor:

HMBRR LP #2, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,
General Partner

By: 
Jay A. Hanna, Vice President

Assignee:

HM 6 CREEKS DEVELOPMENT, INC., a Texas
corporation

By: 
Jay A. Hanna, President

EXHIBIT A

County: Hays
Project: 6-Creeks
Job No.: A201302
MB No.: 20-019

FIELD NOTES FOR 249.051 ACRES

Being a 249.051 acre tract of land located in the Samuel Pharass 1/4 League, Survey Number 14, Abstract Number 360 in Hays County, Texas. Said 249.051 acre tract being a portion of a called 608.70 acre tract of land recorded in the name of HMBRR, LP #2 in Document Number 17034180 of the Official Records of Hays County Texas (O.R.H.C.), said 249.051 acre tract of land being more particularly described by metes and bound as follows: *(Bearings are based on the Texas State Plane Coordinate System, South Central Zone).*

Beginning at capped iron rod found stamped "AST" for the most westerly corner of said 608.70 acre tract, said iron rod being the most southerly corner of Waterridge 150 District, Section 2, a subdivision as recorded in Document Number 19038655, O.P.R.H.C., said iron rod also being on the northerly line Waterridge Boulevard, a subdivision as recorded in Document Number 19038635, O.P.R.H.C.;

Thence, with the common line between said 608.70 acre tract and said Waterridge 150 subdivision, North 26 degrees 31 minutes 11 seconds East, passing at a distance of 554.24 the southeasterly corner of said Waterridge subdivision, being the most southerly corner of the remainder portion of a called 1971.29 acre tract of land recorded in the name of Blanco River Ranch, LP in Volume 5230 Page 583 of the Hays County Deed Records (H.C.D.R.), in all, a distance of 563.37 feet to a calculated point;

Thence, with the common line between said 608.70 acre tract and said 1971.29 acre remainder tract, the following four (4) courses and distances;

1. North 46 degrees 09 minutes 29 seconds East, a distance of 1179.39 feet to a calculated point;
2. North 28 degrees 22 minutes 57 seconds East, a distance of 708.36 feet to a calculated point;
3. North 44 degrees 16 minutes 34 seconds East, a distance of 582.28 feet to a calculated point;
4. 297.90 feet along the arc of a curve to the right, said curve having a central angle of 14 degrees 24 minutes 28 seconds, a radius of 1184.66 feet, and a chord that bears North 77 degrees 54 minutes 54 seconds East, a distance of 297.12 feet to a 1/2-inch iron rod found for the southeasterly corner of said 1971.29 acre remainder tract;

Thence, through and across said 608.70 acre tract and following the line established by a 250 acre survey dated 8-10-2020, the following fourteen (14) courses and distances;

1. 386.58 feet along the arc of a curve to the right, said curve having a central angle of 18 degrees 41 minutes 48 seconds, a radius of 1184.66 feet, and a chord that bears South 85 degrees 31 minutes 38 seconds East, a distance of 384.86 feet to a capped iron rod stamped "Atwell" found;
2. North 14 degrees 03 minutes 25 seconds East, a distance of 154.34 feet to a capped iron rod stamped "Atwell" found;
3. North 89 degrees 56 minutes 01 seconds East, a distance of 226.42 feet to a capped iron rod stamped "Atwell" found;

4. North 49 degrees 02 minutes 03 seconds East, a distance of 179.70 feet to a capped iron rod stamped "Atwell" found;
5. North 61 degrees 58 minutes 58 seconds East, a distance of 296.99 feet to a capped iron rod stamped "Atwell" found;
6. North 75 degrees 28 minutes 29 seconds East, a distance of 257.09 feet to a capped iron rod stamped "Atwell" found;
7. South 85 degrees 30 minutes 10 seconds East, a distance of 318.98 feet to a capped iron rod stamped "Atwell" found;
8. North 70 degrees 45 minutes 09 seconds East, a distance of 214.03 feet to a capped iron rod stamped "Atwell" found;
9. North 47 degrees 16 minutes 33 seconds East, a distance of 360.88 feet to a capped iron rod stamped "Atwell" found;
10. North 85 degrees 14 minutes 12 seconds East, a distance of 340.49 feet to a capped iron rod stamped "Atwell" found;
11. South 89 degrees 12 minutes 08 seconds East, a distance of 118.79 feet to a capped iron rod stamped "Atwell" found;
12. 483.09 feet along the arc of a curve to the left, said curve having a central angle of 14 degrees 14 minutes 46 seconds, a radius of 1942.92 feet, and a chord that bears South 06 degrees 19 minutes 30 seconds East, a distance of 481.84 feet to a capped iron rod stamped "Atwell" found;
13. South 13 degrees 23 minutes 08 seconds East, a distance of 751.43 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
14. South 76 degrees 44 minutes 31 seconds West, passing at a distance of a distance of 1.68 feet a northeasterly corner of 6 Creeks Boulevard Phase 1, Section 2 (Right-of-Way Only), a subdivision as recorded in Document Number 19019778, O.P.R.H.C., in all a total distance of 115.68 feet to a 1/2-inch iron rod found for a northwesterly corner of said 6 Creeks Boulevard Subdivision;

Thence, with the common line between said 608.70 acre tract and said 6 Creeks Boulevard Subdivision, the following four (4) courses and distances;

1. South 13 degrees 18 minutes 02 seconds East, a distance of 26.84 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
2. 116.85 feet along the arc of a curve to the right, said curve having a central angle of 92 degrees 59 minutes 02 seconds, a radius of 72.00 feet, and a chord that bears South 33 degrees 11 minutes 23 seconds West, a distance of 104.44 feet to a cotton spindle found;
3. South 80 degrees 21 minutes 31 seconds West, a distance of 34.11 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;

4. South 08 degrees 51 minutes 19 seconds East, passing at a distance of 120.00 feet, a 1/2-inch iron rod found for the southwesterly corner of said 6 Creeks Boulevard Subdivision, in all, a distance of 123.28 feet to a 5/8-inch iron rod set with cap stamped GBI Partners on the southerly line of said 608.70 acre tract, said iron rod being on the northerly line of 6 Creeks, Phase 1, Section 3, a subdivision as recorded in Document Number 19020754, O.P.R.H.C.;

Thence, with the common line between said 608.70 acre tract and said 6 Creeks, Phase 1, Section 3 Subdivision, 418.10 feet along the arc of a curve to the right, said curve having a central angle of 15 degrees 21 minutes 21 seconds, a radius of 1560.00 feet, and a chord that bears South 88 degrees 32 minutes 47 seconds West, a distance of 416.85 feet to a capped iron rod found stamped "AST" for an angle point on the southerly line of said 608.70 acre tract, said iron rod being an angle point in the northerly line of a called 153.0288 acre tract of land recorded in the name of HMBRR Development, Inc. in Document Number 200006092, O.P.R.H.C.

Thence, with the common line between said 608.70 acre tract and said 153.0288 acre tract the following five (5) courses and distances;

1. South 39 degrees 17 minutes 57 seconds West, a distance of 243.43 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
2. South 48 degrees 47 minutes 14 seconds West, a distance of 226.76 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
3. South 51 degrees 36 minutes 39 seconds West, a distance of 699.50 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
4. South 13 degrees 00 minutes 14 seconds West, a distance of 359.30 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
5. South 12 degrees 59 minutes 48 seconds West, a distance of 728.51 feet to capped iron rod stamped "Kent McMillian" for an angle point on the southerly line of said 608.70 acre tract, also being an angle point on the westerly line of said 153.0288 acre tract, said iron rod also being the most northerly corner of a called 311.56 acre tract of land recorded in the names of Robert Scott and Lanah Nance in Document Number 18006670, O.P.R.H.C.;

Thence, with the common line between said 608.70 acre tract and said 311.56 acre tract South 44 degrees 00 minutes 02 seconds West, a distance of 1916.25 feet to a capped iron rod found for the most southerly corner of said 608.70 acre tract, said iron rod being the most easterly corner of aforesaid Waterridge Boulevard Subdivision;

Thence, with the common line between said 608.70 acre tract and said Waterridge Boulevard Subdivision the following eight (8) courses and distances;

1. North 65 degrees 08 minutes 51 seconds West, a distance of 49.49 feet to a 1/2-inch iron rod found;
2. 381.25 feet along the arc of a curve to the right, said curve having a central angle of 23 degrees 36 minutes 54 seconds, a radius of 925.00 feet, and a chord that bears North 53 degrees 30 minutes 43 seconds West, a distance of 378.55 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
3. North 41 degrees 42 minutes 16 seconds West, a distance of 336.00 feet to a capped iron rod found stamped "AST";

4. 151.93 feet along the arc of a curve to the left, said curve having a central angle of 07 degrees 54 minutes 48 seconds, a radius of 1100.00 feet, and a chord that bears North 45 degrees 39 minutes 41 seconds West, a distance of 151.80 feet to a capped iron rod found stamped "AST";
5. North 49 degrees 37 minutes 05 seconds West, a distance of 572.43 feet to a capped iron rod found stamped "Atwell";
6. 75.01 feet along the arc of a curve to the left, said curve having a central angle of 03 degrees 59 minutes 53 seconds, a radius of 1075.00 feet, and a chord that bears North 51 degrees 37 minutes 01 seconds West, a distance of 75.00 feet to a capped iron rod found stamped "Atwell";
7. North 53 degrees 36 minutes 58 seconds West, a distance of 749.01 feet to a capped iron rod found stamped "AST";
8. 93.33 feet along the arc of a curve to the left, said curve having a central angle of 05 degrees 13 minutes 01 seconds, a radius of 1025.00 feet, and a chord that bears North 56 degrees 13 minutes 28 seconds West, a distance of 93.30 feet to the Point of Beginning and containing 249.051 acres of land.

GBI Partners, LP
TBPLS Firm No. 10194150
Ph: 512-296-2675
September 4, 2020



**PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS
UNDER 6 CREEKS PUBLIC IMPROVEMENT DISTRICT
FINANCING AGREEMENT**

This Partial Assignment and Assumption of Rights and Obligations Under 6 Creeks Public Improvement District Financing Agreement (this “Assignment”) is by and among **HMBRR LP**, a Texas limited partnership (“**HMBRR LP**”), **HMBRR LP #2**, a Texas limited partnership (“**HMBRR LP #2**”), **HMBRR Development, Inc.**, a Texas corporation (“**HMBRR Development**”), and **HM 6 Creeks Development, Inc.**, a Texas corporation (“**HM 6 Creeks Development**”), as follows.

RECITALS

WHEREAS, **HMBRR Development, HMBRR, LP, and HMBRR LP #2** (collectively the “**Original HM Entities**”), and the City of Kyle, Texas (the “**City**”), entered into the Blanco River Ranch Public Improvement District Financing Agreement dated effective July 18, 2017 (the “**Original Financing Agreement**”) with respect to 858.7 acres in Hays County, Texas, more fully described in the Original Financing Agreement (the “**Property**”); and

WHEREAS, the City and the Original HM Entities modified the Original Financing Agreement by First Amendment to the 6 Creeks Public Improvement District Financing Agreement (the “**First Amendment**”) dated effective April 16, 2019, and the term “**Financing Agreement**” as used herein, refers to the Original Financing Agreement as modified by the First Amendment; and

WHEREAS, Section 8.03 of the Financing Agreement provides that the “**Owner**” (defined in the Financing Agreement as **HMBRR Development, HMBRR LP, HMBRR LP #2, and their Designated Successors and Assigns**) may, in its sole and absolute discretion, assign the Financing Agreement with respect to all or part of the Project (as defined in the Financing Agreement) so long as the assigned rights and obligations are assumed without modifications to the Financing Agreement; and

WHEREAS, on or about September 23, 2020, **HMBRR LP #2** assigned to **HM 6 Creeks Development, HMBRR LP #2’s** rights and obligations under the Financing Agreement to 249.05 acres, more or less, out of Tract 3, which is more particularly described in a deed recorded under Document # 20042658, Official Public Records of Hays County, Texas, (the “**249.05 Acres**”); and

WHEREAS, **HMBRR Development** acquired from **HMBRR LP** all of the 188.51 acres originally owned by **HMBRR LP**, and **HM 6 Creeks Development** acquired from **HMBRR LP #2** all of the 608.7 acres originally owned by **HMBRR LP #2**; and

WHEREAS, as of the Effective Date of this Assignment **HMBRR LP** wishes to assign to **HMBRR Development** all of **HMBRR LP’s** rights and obligations under the Financing Agreement; and

WHEREAS, as of the Effective Date of this Assignment, **HMBRR LP #2** wishes to assign to **HM 6 Creeks Development**, the remainder of **HMBRR LP #2’s** rights and obligations under the Financing Agreement; and

WHEREAS, as of the Effective Date of this Assignment, **HMBRR LP** will have assigned to **HMBRR Development** all of **HMBRR LP’s** rights and obligations under the Financing Agreement, and upon such assignments and assumption by **HMBRR Development** of all such rights and obligations, wishes to cease being an Owner under and party to the Financing Agreement; and

WHEREAS, as of the Effective Date of this Assignment, **HMBRR LP #2** will have assigned to **HM 6 Creeks Development** all of **HMBRR LP #2** rights and obligations under the Financing Agreement, and
{W1167380}

upon such assignments and assumption by HM 6 Creeks Development of all such rights and obligations, wishes to cease being an Owner under the Financing Agreement;

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. The Recitals set out above are true and correct and are incorporated into this Assignment for all purposes.
2. HMBRR LP assigns all its rights and obligations under the Financing Agreement to HMBRR Development.
3. HMBRR Development accepts the assignment of HMBRR LP's rights and obligations under the Financing Agreement.
4. HMBRR LP #2 assigns all its rights and obligations under the Financing Agreement to HM 6 Creeks Development.
5. HM 6 Creeks Development accepts the assignment of HMBRR LP #2's rights and obligations under the Financing Agreement.
6. From and after the Effective Date of this Assignment, HMBRR LP is no longer a party to, or an "Owner" under, the Financing Agreement.
7. From and after the Effective Date of this Assignment, HMBRR LP #2 will no longer be a party to, or an "Owner" under, the Financing Agreement, and the "Owners" under the Financing Agreement will be only HMBRR Development, HM 6 Creeks Development, and their Designated Successors and Assigns.
8. Each of HMBRR Development and HM 6 Creeks Development is a Designated Successor and Assign, and each assignment herein is made to a Designated Successor and Assign.
9. To facilitate execution, this instrument may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Assignment: (a) the signature pages taken from separate, individually executed counterparts of this Assignment may be combined to form multiple fully executed counterparts; and (b) a copy of a signature transmitted by facsimile or e-mail (e.g., .pdf or Adobe) will be deemed to be an original signature for all purposes. It is not necessary to confirm the copy transmitted by facsimile or e-mail (e.g., .pdf or Adobe) by delivery of the original. All executed counterparts of this Assignment will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

This Assignment shall be effective from and after the date (the "Effective Date") of 10.19.22, 2022.

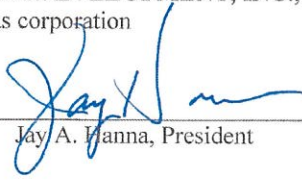
(Signature Pages Follow)

HMBRR LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,
General Partner

By: 
Jay A. Hanna, Vice President

HMBRR DEVELOPMENT, INC.,
a Texas corporation

By: 
Jay A. Hanna, President

HMBRR LP #2, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,
General Partner

By: 
Jay A. Hanna, Vice President

HM 6 CREEKS DEVELOPMENT, INC.,
a Texas corporation

By: 
Jay A. Hanna, President

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APPENDIX G

DEVELOPMENT AGREEMENT

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**BLANCO RIVER RANCH (Phase One Residential Area)
DE-ANNEXATION AND DEVELOPMENT AGREEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (this "Agreement") is entered into between the **CITY OF KYLE**, a Texas home rule city and municipal corporation (the "City"), and **BLANCO RIVER RANCH PROPERTIES LP**, a Texas limited partnership, or its successors and assigns ("Owner"). In this Agreement, the City and Owner are sometimes individually referred to as "a Party" and collectively referred to as "the Parties".

RECITALS

- A. Owner and the City previously entered in the "Blanco River Ranch Interim Annexation and Development Agreement" dated effective as of May 6, 2016 and recorded under Document No. 2016-16014625, Official Public Records of Hays County, Texas (the "IDA") relating to the development of approximately 2,166 acres of land more particularly described therein (the "Blanco River Ranch"). The IDA contemplated, among other things, that the City and Owner would enter into a final development agreement for the Blanco River Ranch, that the City would de-annex a portion of the Blanco River Ranch located within the City's corporate limits (the "Current City Limits Property"), and that the City would create a public improvement district ("PID") and other financing mechanisms for the Blanco River Ranch.
- B. The 858.7 acre tract of land described on the attached **Exhibit "A"** (the "Property") is a portion of the Blanco River Ranch. Owner intends to develop or to sell the Property for development for residential purposes and related amenities and improvements, as more particularly described in this Agreement. The City and Owner have agreed that this Agreement will constitute the final development agreement contemplated by the IDA with respect to the Property, but not with respect to the remainder of the Blanco River Ranch. The remainder of the Blanco River Ranch, being all of the 2,166 acre tract described in the IDA, save and except the Property (the "BRR Remainder"), is and will remain subject to the IDA, and will also be subject to any provision of or obligations under this Agreement that are expressly applicable to the BRR Remainder, including the obligation to dedicate the river park as provided in Section 2.08.
- C. The Property includes the "Current City Limits Property", which is depicted on the attached **Exhibit "B"**. The remainder of the Property is located in the City's extraterritorial jurisdiction ("ETJ"). As provided in the IDA, Owner has requested that the City de-annex the Current City Limits Property and the City

has agreed to do so. Owner and the City now wish to agree on a schedule for such de-annexation.

- D. Owner has petitioned the City for the creation of a PID over the Blanco River Ranch. The City agrees that the Property will be designated as Improvement Areas 1 through 7, inclusive, within the PID. The City acknowledges that the public improvement projects contemplated for the Property and described in this Agreement will confer a special benefit on the Property, and that PID financing is essential for the development of the Property as contemplated by this Agreement.
- E. In the IDA, the City agreed not to annex the portion of the Blanco River Ranch that includes the Property until all PID bonds, each issuance of which is to be for a term not to exceed 25 years, that are to be repaid through assessments have been issued and repaid in full, and there are no further PID assessments against such portion of the Blanco River Ranch. The City desires to confirm such agreement with respect to the Property and emphasize the following qualifications: the payment in full of the PID bonds secured by assessments levied on properties located within a PID Area (the PID Areas within the Property are currently proposed to be areas 1 through 7, the actual PID Areas will be determined at the time of City creation of the PID) constitutes a voluntary request for immediate annexation by the City of the properties within that PID Area; or, should any or all PID Areas be dissolved, the finality of the dissolution of the PID Area or Areas would constitute an immediate voluntary request for annexation into the City for the affected PID Areas. PID Areas established must be adjacent to current City limits (which includes the Spine Road alignment and collector road within the Property).
- F. The City owns, operates, and maintains a water supply system, including groundwater wells and surface water supplies, and a wastewater collection, treatment, and disposal system, including a wastewater treatment plant operating under TPDES Permit Number WQ0011041002, to serve the needs of its customers.
- G. The City has agreed to provide retail water and wastewater services to the Property pursuant to the terms of this Agreement. Owner has agreed to construct and install a potable water distribution system and related facilities and a wastewater collection system and related facilities within the Property (the "Internal Facilities") and certain improvements necessary to connect the Internal Facilities to the City's water and wastewater systems (the "Connecting Facilities") and to construct and/or cost-participate in certain off-site improvements more particularly described in this Agreement (the "Offsite Facilities") in order to enable the City to provide water and wastewater services to the Property.
- H. The City will use the Internal Facilities and the Connecting Facilities, as well as capacity in all Offsite Facilities constructed and/or cost-participated in by Owner, to provide retail water and wastewater services to customers within the Property. The City has agreed that, along with the other public improvements that will

benefit or serve the Property described in this Agreement, the City will issue PID bonds to finance and reimburse Owner for the cost of the Internal Facilities and the Connecting Facilities, and the cost of Owner's cost-participation in the Offsite Facilities.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the City and Owner agree as follows:

**ARTICLE I.
RECITALS AND DEFINITIONS**

Section 1.01 **Recitals.** The City Council finds and determines that each of the Recitals contained in this Agreement is true and correct and such Recitals are incorporated into this Agreement for all purposes.

Section 1.02 **Defined Terms.** In addition to the defined terms set forth in the Recitals and elsewhere in this Agreement, the following terms will have the meanings set forth below when used in this Agreement:

“**Applicable City Rules**” means the provisions of the City Code in effect on the Vesting Date or any updated Code provision Owner, at its option, elects to take advantage of adopted by the City after the Vesting Date that Owner determines are in the best interests of the Owner without forfeiting vested rights under this Agreement.

“**City Charter**” means the City Charter of the City, as amended from time to time.

“**City Code**” means the City's Code of Ordinances, as amended from time to time.

“**City Council**” means the City Council of the City of Kyle.

“**City's Engineer**” means a licensed professional engineer selected by the City to provide the engineering services described in this Agreement to the City, or his/her designee.

“**City's Service Area(s)**” means the City's retail water service area and/or retail wastewater service area, whether or not certificated, as such service areas now exist or are changed by the City hereafter.

“**City's Water System**” means all water supply, treatment, transmission, and distribution facilities; lines, mains, reservoirs, and pump stations; residential, commercial, and industrial connections; and any other parts or components that comprise the City's public water system, together with all extensions, expansions, improvements, enlargements, betterments and replacements thereof.

“**City’s Wastewater System**” means all wastewater treatment, disposal, and collection facilities and appurtenances that comprise the City’s wastewater system, together with all extensions, expansions, improvements, enlargements, and replacements thereof.

“**Concept Plan**” means the concept plan for the Property attached as **Exhibit “C”**, as amended from time to time.

“**County**” means Hays County, Texas.

“**Customers**” mean the City’s retail water and wastewater customers located within the Property.

“**Director of Planning**” means the duly authorized employee or representative of the City in charge of the City’s planning and/or zoning department(s), or his/her designee.

“**Director of Public Works**” means the duly authorized employee or representative of the City in charge of the City’s street, water and/or wastewater department(s), or his/her designee.

“**Emergency**” means a sudden unexpected happening; an unforeseen occurrence or condition, exigency, or pressing necessity; or a relatively permanent condition of insufficiency of service or of facilities. The term includes Force Majeure and acts of third parties that cause either the City’s Water System or the City’s Wastewater System to be unable to provide the services the City has agreed to provide under this Agreement.

“**Effective Date**” means the date of the latest signature on this Agreement by an authorized representative of a Party.

“**Force Majeure**” means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of any governmental entity or any civil or military authority; acts, orders or delays of any regulatory authorities with jurisdiction over the Parties; insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions or breakages; accidents to machinery, pipelines or canals; or any other conditions that are not within the control of a Party.

“**Impact Fees**” means water and/or wastewater capital recovery fees or impact fees imposed by the City against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions in accordance with State law.

“**Industrial Waste**” means waterborne, liquid, gaseous, or solid substances that result from any process of industry, manufacturing, trade or business, including a restaurant.

“**LUE**” means the average daily amount of water required for or wastewater produced by a typical single-family residence, which the City agrees will be 280 gallons for water and 262.5 gallons for wastewater for purposes of this Agreement.

“**Phase One**” means the master-planned residential development of the Property, which will include approximately 2,100 single family homes and garden homes, condominiums and residential cluster units, as well as park land, amenity centers with recreational facilities, and other improvements to serve the residential development. Phase One includes the construction of off-site and on-site utility facilities to be dedicated and conveyed to the City and other infrastructure adequate to serve Phase One consistent with this Agreement. Phase One may include multiple development phases for platting and construction purposes.

“**PID Area**” or, collectively, “**PID Areas**” means an improvement area or, collectively, the improvement areas within the Property, which are currently projected to be designated as PID Areas 1-7, inclusive. The final PID Areas within the Property will be determined at the time of City creation of the PID and, at that time, an exhibit depicting the approved PID Areas within the Property will be incorporated into this Agreement by written amendment of this Agreement, which will be recorded in the Official Public Records of Hays County, Texas.

“**Project Approvals**” means the land use and development standards applicable to Phase One, as set forth on Exhibit “D” and Exhibit “D-1”; all City approvals and variances, waivers and exceptions to the Applicable City Rules granted by the City or necessary for the development of the Property that are contemplated by or set forth in this Agreement; and all future regulatory approvals, variances, waivers and exceptions that are necessary for or are granted with respect to the development of the Property, including plat approvals and site development plan approvals, if applicable.

“**Public Improvements**” means all public improvement projects that benefit the Property and constitute Authorized Improvements under Section 372.003, *Texas Local Government Code*.

“**Reclaimed Water**” means domestic or municipal wastewater that has been treated to a quality suitable for a Type I Reclaimed Water Use pursuant to the requirements of the Commission under 30 *Texas Administrative Code* Section 210.

“**TCEQ**” means the Texas Commission on Environmental Quality or its successor entity.

“**Type I Reclaimed Water Use**” means the use of Reclaimed Water when contact between humans and the Reclaimed Water is likely.

“**Vesting Date**” means the effective date of the IDA: May 6, 2016.

Section 1.03 **Other Definitions.** Any capitalized terms used but not defined in this Agreement will have the meanings given to them in the IDA or, if not defined in the IDA, the City Code.

ARTICLE II.
DEVELOPMENT MATTERS

Section 2.01 **Development Standards and Other Project Approvals.** Because the Property will be developed within the City's ETJ, the City's zoning ordinances are not applicable to the Property; however, Owner agrees that the development of the Property will comply with the land use and development standards set forth on the attached **Exhibit "D"** (the "*Development Standards*") and the design guidelines attached as **Exhibit "D-1"** (the "*Design Guidelines*") and that builders within Phase One will be required to comply with the City's building code in effect on the Vesting Date, attached as **Exhibit "D-2"**. The City approves the development of the Property in accordance with the Project Approvals, including the Development Standards, Design Guidelines, and the Concept Plan; the Applicable City Rules; and this Agreement. This Agreement, including all exhibits hereto, will also serve as guidance for the review and approval of any additional waivers, variances, exceptions or other municipal authorizations not specifically included in this Agreement. If there is any conflict between the Applicable City Rules and the Project Approvals, the Project Approvals will control.

Section 2.02 **De-annexation of Current City Limits Property.** The City acknowledges that it has deemed the IDA to constitute a petition to de-annex the Current City Limits Property pursuant to Section 1.07 of the City Charter. The City acknowledges receipt of such petition and agrees to proceed to de-annex the Current City Limits Property according to the schedule attached as **Exhibit "E"**.

Section 2.03 **Realignment of Spine Road.** Owner and the City have agreed that it is in their mutual best interests that the spine road through the Property (the "*Spine Road*") be included in the City's corporate limits. The City previously annexed the proposed right-of-way for the Spine Road through the Property; however, the alignment of the Spine Road was reconfigured during the land-planning process and will now be as shown on the Concept Plan. Accordingly, the City agrees to de-annex the area shown on page 2 of **Exhibit "F"**, which will no longer be included in the right-of-way for the Spine Road, and Owner agrees to petition the City for annexation of the area shown on page 2 of **Exhibit "F"**, which will now be included in the right-of-way for the Spine Road as reconfigured. The City will proceed with the de-annexation and annexation contemplated by this Section in accordance with the schedule attached as **Exhibit "E"**.

Section 2.04 **Contemplated Schedule of Initial Events.** The sequence of initial events contemplated by this Agreement is as follows:

- (a) The City's and Owner's approval of this Agreement, including the City's approval of the Concept Plan;

(b) The finalization of a tri-party agreement between the City, Owner, and the County that provides, among other things, standards for maintenance of roadways within the County prior to annexation by the City;

(c) The City's annexation of the new Spine Road alignment;

(d) The City's de-annexation of the Current City Limits Property as described in **Exhibit "B"** and the prior Spine Road alignment;

(e) All legally required steps for the City to create the PID, approve the service and assessment plan for the Property, and authorize the issuance of related bonds and the levy of assessments; and

(f) Owner's submittal and the City's review and approval of preliminary plats, construction plans and final plats of the Property.

The events described in subsection (f) may occur concurrently with the events described in subsections (a) through (e). Owner may submit final plats and construction plans for Phase One for City review prior to City approval of a preliminary plan. The City agrees to use good faith, diligent efforts to respond to submittals and schedule hearings and meetings in a timely manner so that the events contemplated by this Section can be obtained in accordance with the schedule attached as **Exhibit "E"**.

Section 2.05 Development; Phasing.

(a) The City acknowledges that Owner may submit preliminary and final plats of the Property in multiple phases, and that the phases set forth on the Concept Plan or any preliminary plat may not reflect the portion of the Property that Owner will ultimately include in a particular final plat. Owner may include all or a portion of one or more phases reflected on the Concept Plan or on any preliminary plat within a final plat provided that the final plat is otherwise in accordance with the Concept Plan, the preliminary plat, and the Applicable City Rules.

(b) Although the Concept Plan sets forth the current development plan for the Property, the City acknowledges that, because the Property consists of a significant land area that will be developed in phases over a number of years, the actual development of the Property may ultimately vary from the Concept Plan due to changes in market conditions or other factors. Any preliminary plat or final plat may include variations from the Concept Plan, such as minor modifications of street alignments, minor changes in lot lines, or changes in the phasing of development and, provided that those changes do not increase the overall density of development of the Property over 2,100 LUEs or eliminate any Public Improvements required by this Agreement, those variations will constitute "minor changes" under this Agreement and will not require an amendment to the Concept Plan. Any such minor changes may be approved by the City's Director of Planning and will not require City Council approval. Any changes that are not minor changes will require City Council approval. No change or amendment to the Concept Plan will require an amendment of this Agreement.

Section 2.06 Creation and Purposes of PID.

(a) The City's requirements for approving the creation of a PID, as adopted by the City and in effect on the Vesting Date, are attached as **Exhibit "G"**. Owner agrees that, in consideration of this Agreement and the City's performance of its obligations hereunder, the additional PID requirements set forth on the attached **Exhibit "G-1"** will also apply to the PID created for the Blanco River Ranch. The City agrees that Owner may, at its option, elect to take advantage of any changes to the requirements set forth on **Exhibit "G"** adopted by the City after the Vesting Date that Owner determines are in the best interests of Phase One without forfeiting any vested rights under this Agreement. Subject to Owner's submittal of a petition and otherwise satisfying the applicable City PID creation requirements, the City agrees to cooperate with Owner in good faith and to take all action necessary to create the PID covering the Blanco River Ranch, incorporating the terms attached hereto as **Exhibit "H"**, in accordance with the schedule attached as **Exhibit "E"**; to designate the Property as separate PID Areas within the PID; to approve a service and assessment plan for such PID Areas; and to levy assessments and issue bonds to fund Public Improvements for Phase One. The PID bonds for the PID Areas within the Property will be secured by the levy and collection of special assessments against the PID Areas. The payment of the last PID bonds secured by special assessments within a PID Area constitutes a voluntary request for immediate annexation of that PID Area by the City.

(b) The purposes of the PID will include (a) to pay for the PID-qualified costs associated with the construction of on-site Public Improvements that are permitted under Chapter 372, *Texas Local Government Code*; (b) to pay for the PID-qualified costs associated with the construction of off-site Public Improvements that are permitted under Chapter 372, *Texas Local Government Code*; and (c) to reimburse the City for administrative and/or operational costs resulting from the creation and operation of the PID.

Section 2.07 Signage and Landscaping on Public Rights-of-Way. Owner is hereby authorized to install permanent signage and/or landscaping improvements meeting the standards set forth in the Design Guidelines attached as **Exhibit "D-1"** within portions of the City's public right-of-way in the locations generally depicted on the schematic plan attached **Exhibit "I"**. Owner agrees to comply with any license agreement that may be required under the Applicable City Rules for areas within the City's right-of-way; provided, however, that, any required license agreement may be assigned to a homeowners association ("**HOA**") formed for the administration of all or a portion of the Property and, upon such an assignment, Owner will be released from all obligations under the license agreement and the City will look solely to the HOA for the performance of all obligations thereunder.

Section 2.08 Park Land Dedication and Park Improvements. Phase One will be developed as a master-planned community with substantial park land, open space, greenbelts, trails, park improvements, and amenity center(s) as indicated on the Concept Plan. Owner agrees to provide park land, open space land and amenity areas and park improvements for Phase One as summarized on the attached **Exhibit "J"** and

to pay a park fee of \$150 per lot at the time of recordation of each final plat for Phase One. In addition, Owner agrees to dedicate ten acres of land out of the BRR Remainder for a river park amenity that will provide access to the Blanco River. The City acknowledges that such land, fees and improvements far exceed the applicable park land, park fee and park improvement requirements under the Applicable City Rules and therefore agrees that the private and public park land, open space, greenbelts, trails and improvements described on Exhibit "J" to be constructed, installed and provided by Owner and the park fees provided for by this Section will be accepted by the City in satisfaction of all City park land dedication, park improvement and park fee requirements for Phase One, and that no additional dedication of park land, provision of park improvements or payment of park-related fees will be required from Owner for the Property. The City expressly waives any right to require other or additional park land dedications, park improvements or park fees for the Property under the Applicable City Rules. Unless otherwise agreed by Owner and the City, all park land within the Property will be dedicated in parcels as the adjacent residential property is final platted.

ARTICLE III. PUBLIC IMPROVEMENTS

Section 3.01 Public Improvements, Generally. Owner will construct and install or cost-participate in the construction and installation of certain Public Improvements that are necessary for the City to provide water and wastewater service to the Property and in the construction and installation of certain road and transportation improvements; landscaping, lighting and signage improvements; park land dedications and park improvements; drainage improvements; and other Public Improvements in connection with the development and improvement of the Property. The City agrees to reimburse Owner for all sums advanced and paid by Owner for such Public Improvements through bonds issued by the PID to the maximum extent permitted by Chapter 372, *Texas Local Government Code*, and this Agreement.

Section 3.02 Park Land and Park Improvements. All park land provided by Owner, all park and recreational improvements that are open to the public, and all related infrastructure provided by Owner will constitute Public Improvements for which Owner will be reimbursed through the issuance of PID bonds as provided in Section 3.01. Owner will not be reimbursed for any park and recreational improvements not open to the public.

Section 3.03 Roadways and Transportation Improvements. The City and Owner agree that the roadways and transportation improvements set forth on the attached Exhibit "K" constitute Public Improvements that will be funded through the issuance of PID bonds as provided in Section 3.01. In consideration of Owner's dedication of land for and construction of the roadways and transportation improvements listed on Exhibit "K", the City agrees that Owner will not be required to construct or cost-participate in any other offsite transportation improvements for the Property and will not be required to provide a traffic impact analysis for the Property. Owner will not be reimbursed for any roadway improvements not open to the public.

Section 3.04 **Inspections.** Following City approval of each plat of a portion of the Property and prior to the commencement of construction, Owner will give written notice to the Director of Public Works in order to allow the City to assign an inspector. Within the City's incorporated city limits, the City will inspect street, water and wastewater, and drainage Public Improvements and collect related inspection fees. Within the City's ETJ, the City will inspect water and wastewater Public Improvements only and collect related inspection fees.

ARTICLE IV.
WATER AND WASTEWATER SERVICES, GENERALLY

Section 4.01 **Service Level.** Subject to the terms and conditions set forth herein, the City commits and agrees to provide retail water and wastewater service to the Property, as and when required by Customers within Phase One and/or for development of the Property, in an aggregate amount not to exceed 2,100 LUEs, at flow rates and pressures and in quantities, including fire flow, sufficient to meet the minimum requirements of the TCEQ, in the same manner and on the same terms and conditions as the City provides service to similarly situated retail customers inside its corporate limits. The City confirms that it currently has and will maintain an adequate raw water supply and water treatment and wastewater treatment capacity to meet its service obligations, including its obligations under this Agreement. Subject to Owner's performance of its obligations hereunder, the City will plan for, permit and construct any improvements to the City's Water System and the City's Wastewater System, including its treatment facilities, necessary to provide water and wastewater services to the Property as and when contemplated by this Agreement.

Section 4.02 **Planning and Coordination.** The City will plan for and manage its overall utility service obligations, including its obligations under this Agreement. The City will coordinate and collaborate with Owner and other developers and landowners with land in the area of the Property in order to maximize the efficiency and cost effectiveness of the City's provision of services, provide certainty as to the availability of services, and minimize the duplication of facilities, including requiring oversizing of planned water and wastewater lines and facilities as necessary to provide services to the Property as contemplated by this Agreement in an economical and timely manner.

Section 4.03 **Modifications of City Regulations.** If the City modifies: (i) the definition of an LUE from the definition contained in this Agreement; (ii) water pressure requirements for service connections within Phase One; (iii) fire flow requirements; or (iv) any other aspect of the City's water and wastewater service standards, the City will be responsible for the timely design and construction of any modifications to the City's Water System and/or the City's Wastewater System necessary for the City to meet its water and wastewater service obligations under this Agreement, unless the modification required due to an increase in the LUEs required by Owner for Phase One or is mandated by Federal or State law or regulation. If any modification is required by Federal or State law or regulation, the Parties will cooperate in order to

provide for the required modifications while preserving, to the maximum extent possible, the benefits of the Parties' agreements hereunder.

Section 4.04 Quality of Water Delivered to Customers. All water delivered by the City hereunder will be potable water of a quality, volume and pressure conforming to the requirements of all applicable Federal and State laws, rules, regulations and orders applicable to water for human consumption and other domestic uses; provided, however, that temporary excursions from such requirements that may occur from time to time will not give rise to a claim for breach of this Agreement, provided that the City complies with all notice and other requirements applicable to the excursion under the rules of the TCEQ and any other regulatory entity with jurisdiction, and corrects the cause of the excursion within a reasonable time.

Section 4.05 Curtailments, Conservation Restrictions, and Environmental.

(a) The City may curtail or limit service to Customers within Phase One in the same manner that service is curtailed or limited to similarly situated customers within the City's incorporated limits, but to no greater extent, unless the curtailment or rationing is required by law or a State or Federal regulatory authority with jurisdiction over the City's delivery of water or wastewater service, is adopted in response to an order or finding by a State or Federal regulatory authority with such jurisdiction, or the curtailment is authorized by Subsection b., below.

(b) If, during the term of this Agreement, the City becomes unable to provide adequate water or wastewater services to its Service Area due to an Emergency or shortage of water supply, production, treatment, storage or transportation capability in the City's Water System or the City's Wastewater System, or if modifications, improvements, or repairs to the City's Water System or the City's Wastewater System are necessary in order to maintain or improve the level of service to the City's customers, then the City will have the right to curtail or limit service to Customers within Phase One for the same time period and on the same basis as service is curtailed or limited to similarly situated customers within the City's incorporated limits. The City agrees to provide the Customers with notice of any proposed curtailment or limitation as soon as reasonably practicable. In the event of an Emergency, the priority of and the restrictions on usage will be the same as those established from time to time for customers within the City's incorporated limits. Notwithstanding anything herein to the contrary, if it is ever determined by any governmental or regulatory authority with jurisdiction that provision of water and/or wastewater services by the City under this Agreement or the curtailment or limitation of water or wastewater services by City to any of its customers, including the Customers, is in violation of applicable law, then the City, after giving reasonable notice to the Customers and providing an opportunity for consultation, may take such action as will best effectuate this Agreement and comply with applicable law. Owner will include written notice to all future Customers that they will be required to comply with the City's water conservation and use restrictions and the City will have the right to curtail or limit service to Customers for the same time period and on the same basis as service is curtailed or limited to similarly situated

customers within the City's incorporated limits due to an Emergency or shortage of water supply through including such notice in the restrictive covenants applicable to the Property, which will be recorded in the Official Public Records of Hays County, Texas.

(c) All Customers that receive water service from the City will be required to comply with the City's water conservation and use restrictions and ordinances in the same manner and to the same extent as customers located within the City's incorporated limits. All Customers with a connection to the City's Water System, including property owners, lessees and lessors, will be subject to all of the City's rights and remedies, including fines, fees, interruption of service and disconnection of service, for any failure to comply with any applicable water conservation or use restriction or ordinance.

(d) Any Industrial Waste received by the City from Customers will be subject to the provisions of the City's Industrial Waste Ordinance, as adopted and amended by the City Council from time to time and uniformly applied throughout the City's Service Area.

Section 4.06 **Nondiscrimination.** Water and wastewater service provided to the Customers by the City will be nondiscriminatory and consistent with City's policies, tariffs and regulations applicable to customers of the City's Water System and the City's Wastewater System located within the City's incorporated limits, as such policies, regulations and tariffs may be amended from time to time in accordance with applicable law.

ARTICLE V. WATER AND WASTEWATER FACILITIES

Section 5.01 **Approval of Water Facilities Plan and Wastewater Facilities Plan; Design Requirements.** The City approves the Water Facilities Plan attached as **Exhibit "L"** and the Wastewater Facilities Plan attached as **Exhibit "M"** for the Property. The City confirms and agrees that, except as set forth on the attached **Exhibits "L" and "M"** or as otherwise provided in this Agreement, Owner will have no obligation to construct, cost participate in, and/or oversize any Internal Facilities, Connecting Facilities or Offsite Facilities. The foregoing notwithstanding, if Owner materially modifies its development plan for Phase One in a manner that increases the level of service required for Phase One above 2,100 LUEs, then Owner may be required to construct any additional or oversized facilities that are required to serve the additional LUEs.

Section 5.02 **Initial Water Service.** The City agrees to provide 500 LUEs of initial water service for Phase One through the City's existing water main located on Old Stagecoach Road, as depicted on the Water Facilities Plan, subject to Owner's construction of any required Internal Facilities and any Connecting Facilities necessary to connect to the water main. No additional facilities will be required for this initial 500 LUES of water service.

Section 5.03 Permanent Water Service.

(a) The City has entered into a Retail Water and Wastewater Services Agreement dated September 20, 2016 (the "Anthem Contract") with Mountain City 150 LP ("MC 150") under which MC 150 has agreed to construct an elevated water storage tank with a capacity of approximately 2.039 million gallons (the "Anthem Storage Tank"). The Anthem Contract also provides that, in connection with the construction of the Anthem Storage Tank, MC 150 will construct a water line from the Anthem Storage Tank to the main entryway into the MC 150 development (the "Anthem Water Main") and a water line from the main entryway along FM 150 to a point of connection with the City's Water System, as depicted on the Water Facilities Plan (the "FM 150 Water Main"). The City agrees to require MC 150 to oversize the Anthem Water Main from 12 inches to 16 inches.

(b) Provided that MC 150 commences the construction of the Anthem Storage Tank, the Anthem Water Main (oversized to 16 inches) and the FM 150 Water Main (collectively, the "Anthem Facilities") on or before the time that 350 LUEs of water service have been connected within the Property and completes the construction of the Anthem Facilities on or before June 30, 2019, Owner agrees to advance and pay a pro-rata portion of the cost of the Anthem Storage Tank, based on 2,100 LUEs out of 4,221 LUEs being reserved for the Property, and the incremental cost of oversizing the Anthem Water Main from 12 inches to 16 inches (the "Phase One Cost Share"), subject to Owner's right to reimbursement as provided in Section 7.05, below.

(c) The City agrees that, if MC 150 has not sooner commenced the design and construction of the Anthem Facilities, the City will give written notice to MC 150 under the Anthem Contract to proceed with the design and construction of the Anthem Facilities at such time as 250 LUEs of water service have been connected within the Property. If MC 150 has not (i) commenced construction of the Anthem Facilities at such time as 350 LUEs of water service have been connected within the Property, or (ii) completed the construction on or before June 30, 2019, the City agrees that Owner will have the right to proceed as provided in Subsection (d). in lieu of any cost participation in the Anthem Facilities.

(d) If the Anthem Facilities are not commenced and completed as provided in Subsections (b) and (c), Owner may proceed with the design and construction of alternative facilities consisting of a 12-inch water line to be constructed in the FM 150 right-of-way from a point of connection to the City's existing 12-inch water line at the intersection of FM 150 and Old Stagecoach Road to a booster pump station to be constructed at the location depicted on the Water Facilities Plan (the "Alternative Facilities"). The proposed booster pump station will include a connection to allow the future extension of the 12-inch water line to the west and the water line will also be extended to the south, to the site of a future, approximately 580,978 gallon elevated storage tank to be constructed at the location depicted on the Water Facilities Plan. If these Alternate Facilities are designed and constructed by Owner, the City agrees that Owner's costs will be reimbursed to Owner as provided in Section 7.05, below

Section 5.04 Initial Wastewater Service. The City agrees to provide 286 LUEs of initial wastewater service for Phase One through the City's existing 8-inch gravity main located in Old Stagecoach Road as depicted on the Wastewater Facilities Plan, subject to Owner's construction of any required Internal Facilities and the Connecting Facilities to the gravity main. No additional facilities will be required for this initial 286 LUES of wastewater service.

Section 5.05 Permanent Wastewater Service. To provide wastewater service to Phase One in excess of 286 LUEs, the City agrees to complete the construction of an appropriately sized gravity interceptor along Elliot Branch as depicted on the Wastewater Facilities Plan (the "Elliot Branch Interceptor") on or before June 30, 2019. In order to connect to the Elliot Branch Interceptor, Owner agrees to construct a lift station sufficient to serve 1,814 LUEs (the "Phase One Lift Station") as depicted on the Wastewater Facilities Plan and a six-inch force main along Cypress Road from the Phase One Lift Station to the Elliot Branch Interceptor as depicted on the Wastewater Facilities Plan. Owner further agrees that the Phase One Lift Station will be constructed on a site that is sufficient to accommodate the expansion of the Phase One Lift Station to serve up to an additional 2,200 LUEs in the future. The City acknowledges that Owner is relying on the City's timely completion of the design of, easement acquisition for, and construction of the Elliot Branch Interceptor in order to make permanent wastewater service in excess of 286 LUEs available as and when required for Customers within Phase One and/or for the development of the Property. Accordingly, the City agrees that, if the Elliot Branch Interceptor is not complete and available to provide wastewater service to the Property on or before June 30, 2019, the City will provide pump-and-haul wastewater service as needed for connections within the Property until the Elliot Branch Interceptor is completed, accepted by the City, and placed into service. Pump-and-haul service will be provided by the City contracting to have all wastewater that is delivered from Customers within the Property to the Phase One Lift Station pumped from the Phase One Lift Station wet well and transported off the Property for treatment and disposal. All costs associated with this pump-and-haul service will be borne by the City; however, the Customers within the Property receiving wastewater service through the pump-and-haul program will be required to pay all usual and customary City wastewater service fees and rates.

Section 5.06 City's Supply and Owner's Use of Reclaimed Water. Provided that the City extends Reclaimed Water facilities to a point at the intersection of the Spine Road and Old Stagecoach Road within Phase One as depicted on the Water Facilities Plan and makes Reclaimed Water available to Phase One for irrigation purposes, Owner agrees to use Reclaimed Water for irrigation within open space areas, medians, and landscaping within the right-of-way for the Spine Road within the Property where such use is economically feasible. Owner will not be required to install transmission pipelines for Reclaimed Water in the right-of-way of any roadways within Phase One that are constructed prior to the date that the City makes Reclaimed Water services available to Phase One, but will install Reclaimed Water distribution pipelines (commonly referred to as "purple pipe") in areas of the right-of-way of the Spine Road and collector roads within Phase One where irrigation is required.

**ARTICLE VI.
CONSTRUCTION, OPERATION AND MAINTENANCE**

Section 6.01 **Owner's Obligation for Design and Construction.** Owner, at its cost and expense, but subject to Owner's right to receive reimbursements as provided in this Agreement, will construct or cause to be designed and constructed or will cost-participate in the design and construction of the Internal Facilities, Connecting Facilities and Offsite Facilities that are described in the Water Facilities Plan (the "Water Facilities") and in the Wastewater Facilities Plan (the "Wastewater Facilities") and this Agreement.

Section 6.02 **Oversizing.** The City reserves the right to request Owner to oversize Water Facilities, including elevated tanks, storage tanks, pumping stations, vaults, and transmission lines, and Wastewater Facilities, including lift stations, force mains, and gravity collection lines, subject to the requirements of this Section. If the City requests oversizing of any of such facilities beyond the sizes specified in the Water Facilities Plan and/or Wastewater Facilities Plan, then, provided that accommodating such request would not result in a delay in the timing of construction of any facilities required for service to Phase One or require Owner to advance any additional costs, Owner agrees to negotiate with the City in good faith in order to accommodate the City's request. For any requested oversizing, Owner will be responsible for Owner's portion of the cost of the design, permitting and construction of the facility sized as shown on the Water Facilities Plan or Wastewater Facilities Plan, as applicable, and the City will be responsible for the City's incremental portion of the cost of the design, permitting and construction of the facility as oversized. The costs and capacities of any oversized facility will be allocated based on engineering estimates. For example, if a 10-inch line is necessary to serve Phase One, and the City requests that Owner construct a 15-inch line, then the City will be required to advance and pay the incremental cost associated with increasing the line from 10" to 15" and the incremental cost will be determined based on the difference between an engineering cost estimate for the construction of a 10" line, and an engineering cost estimate for construction of a 15" line. The incremental cost will be determined, in good faith, by the City Engineer. Owner will maintain its allocated capacity in any facility that is oversized based on the size of facility as originally planned.

Section 6.03 **Design; Plan Approval.** All Water Facilities and Wastewater Facilities will be designed and constructed in accordance with Applicable City Rules as well as any applicable regulations of the TCEQ. The plans and specifications will be subject to review and approval by the City prior to the commencement of construction, and the City will be entitled to collect its standard review fees in accordance with applicable City policies, as modified by this Agreement. The City agrees to review all plans and specifications submitted on a timely basis and, if the City disapproves any submitted plans, it will provide a written explanation of the basis for such disapproval.

Section 6.04 **Utility Design Guidelines.** The utility design guidelines attached as Exhibit "N" will apply to water and wastewater facilities within Phase One.

If any of the guidelines attached as Exhibit "N" conflict with otherwise applicable City requirements, the design guidelines on Exhibit "N" will control.

Section 6.05 Construction Contracts, Insurance and Bonds. All contractors selected by Owner for the Water Facilities and Wastewater Facilities will be required to provide performance and payment bonds in the amount of the contract price. Each construction contract must require the contractor to provide insurance in amounts customary for similar projects, naming Owner and the City as additional insureds, and a contractor's warranty of the work and materials for a period of two years from the date of completion. Owner must provide City with a copy of each construction contract, a copy of the required performance and payment bonds, and a certificate evidencing the required insurance before notice to proceed is given to the contractor. The City will have the right to stop work by a contractor if the contractor starts work before Owner complies with the requirements of this Section, and the City will have no liability to Owner or any contractor for any claims or causes of action arising from any properly issued stop-work order.

Section 6.06 Easement Acquisition.

- (a) **Use of City Easements.** The City hereby grants to Owner the license and right to use the use any City rights-of-way, sites or easements that may be reasonably necessary for construction of the Water Facilities and/or the Wastewater Facilities, or for Owner to perform its obligations under this Agreement; provided, however, that the City has approved the plans and specifications for and the location of the facilities in question.
- (b) **Easements from Third Parties.** The City acknowledges that the Water Facilities and Wastewater Facilities, and any easements required for such facilities, are necessary in order for the City to provide water and wastewater services to the Property as contemplated by this Agreement and that there exists a public necessity for the construction of the Water Facilities and Wastewater Facilities. Accordingly, the City agrees to cooperate with Owner to facilitate Owner's acquisition of any necessary easements from third parties.
- (c) **Use of Condemnation.** If Owner is unable to obtain any easement required for the Water Facilities and/or Wastewater Facilities that are located outside of the Property through good faith negotiation, Owner may request that the City proceed with the acquisition of the easement through condemnation, in compliance with applicable law. The City agrees to consider any such request within 60 calendar days and, provided that the City Council finds that the requested easement is necessary to accomplish a public purpose, the City Council may elect to exercise the City's power of eminent domain to acquire the requested easement. The Parties agree to cooperate in order to enable Owner to proceed with construction within any easement being acquired by the City under this Section at the earliest time lawfully permitted. Owner agrees to reimburse the City for any out-of-pocket costs incurred for the acquisition of an easement under this Subsection, whether by condemnation or conveyance in lieu thereof;

provided, however, that, if the easement in question is required for facilities that will serve land in addition to the Property, Owner will only be required to reimburse the City for its proportionate share of such costs, determined based on LUEs. Owner will be entitled to receive reimbursement for any costs paid or reimbursed by Owner for easement acquisition out of the proceeds of the PID bonds.

Section 6.07 Construction of Water and Wastewater Facilities.

(a) Owner may begin construction of the Internal Facilities located within a portion of the Property after City approval of the preliminary plat covering that portion of the Property and the City Engineer's approval of the related plans and specifications. All Water Facilities and Wastewater Facilities must be constructed in strict accordance with the plans and specifications approved by the City's Engineer.

(b) Owner's engineer will provide construction observation services during construction of all Water Facilities and Wastewater Facilities and, upon completion of construction, will provide the City with a signed and sealed certificate of completion stating that construction of the Water Facilities and/or Wastewater Facilities in question was accomplished in substantial accordance with the plans and specifications approved by the City's Engineer.

Section 6.08 Conveyance, Ownership, Operation, and Maintenance of Water Facilities and Wastewater Facilities. Upon completion of construction and City acceptance of each phase of the Water Facilities and Wastewater Facilities, Owner will promptly convey those facilities to the City, subject to the City's obligation to provide service as provided in this Agreement and the Owner's right to reimbursement out of PID bonds. Any conveyance contemplated by this Agreement will be subject to a reservation of capacity in the facilities in question as required to serve Phase One, but Owner will have no right to any excess capacity created by oversizing or any capacity in excess of 2,100 LUEs. At the time of conveyance, Owner will assign the City all contractor's warranties, guarantees and payment and/or performance bonds related to the facilities conveyed. The City agrees that its acceptance of such facilities and the related assignments will not be unreasonably withheld, conditioned, or delayed. Upon such conveyance and acceptance, the City agrees to operate and maintain such facilities to provide service to Customers within Phase One and/or for development of the Property in accordance with this Agreement.

Section 6.09 Record Drawings. Following completion of each phase of the Water Facilities and/or Wastewater Facilities, Owner's engineer will provide one set of record drawings of those facilities to the City. Owner will use good faith efforts to obtain and furnish such drawings to the City within 30 days of the date of the City's acceptance of the facilities in question. Owner's engineer will also obtain GPS/GIS data captured in the field for the material, size, location and depth of all lines, valves and manholes as such facilities are being constructed and deliver such data to the City's mapping division with the record drawings.

Section 6.10 **Initiation of Retail Service.** The City will initiate retail service, whether for temporary water service for construction purposes or for water service to a home or business within Phase One, upon receipt of the City's standard application for service and the applicant's compliance with the requirements for such service, including performance of required inspections and payment of standard inspection fees, service initiation fees, and deposits.

**ARTICLE VII.
FEES AND FINANCIAL MATTERS**

Section 7.01 **City Fees.** Except as otherwise provided in this Agreement, the City's standard water and wastewater Impact Fees, rates, charges, and other fees, including engineering review and inspection fees, that are applicable within the City's incorporated limits will be applicable to facilities constructed, connections made, and services provided within the Property. Since the County does not have building code authority or building inspectors and the Project is receiving a special benefit to develop residential uses outside of the City's corporate limits, builders within the Project will be subject to compliance with the provisions of the City's building code in effect on the Vesting Date, as set forth on the attached **Exhibit "D-2"**, and will be required to pay the City's standard building inspection fees.

Section 7.02 **Impact Fees.** **Section 7.01** hereof notwithstanding, for the first 300 lots platted out of the Property, the water and wastewater Impact Fees will be those fees in effect as of the Vesting Date, \$2,216 per LUE for wastewater and \$2,115 for water, as provided in this Section. Owner agrees to pre-purchase the 300 wastewater Impact Fees vested at the amount of \$2,216 per LUE on or before March 31, 2018 and to purchase an additional 400 wastewater Impact Fees at the amount of \$2,826 per LUE on the first to occur of (i) the City's approval of the final plat or plats including first 300 lots within Phase One, or (ii) March 31, 2020. After the water and wastewater Impact Fees described in the preceding sentences of this Section are applied by Owner, the Impact Fees payable for the remainder of Phase One will be adjusted to the City's Impact Fees in effect at the time of City approval of each subsequent final plat out of the Property and will be payable by the homebuilders at the time of the City's issuance of each residential building permit for lots within those platted sections, as required by Section 7.01. The Impact Fees prepaid by Owner under this Section will not be eligible for reimbursement out of PID bonds.

Section 7.03 **Adjacent Streets Fee.** In consideration of Owner's improvement of Old Stagecoach Road along the perimeter boundary of the Property at an estimated costs of \$1,200,000 and participation in the construction of the Spine Road, the City's Adjacent Streets Fee for Phase One is waived, and Owner will not be required to pay any "Adjacent Streets Fee", "perimeter road fee", "road mile fee" or similar fee for Phase One.

Section 7.04 **Reimbursements.** The City agrees to reimburse Owner for all eligible costs that are permitted under Chapter 372, *Texas Local Government Code* for the Internal Facilities, Connecting Facilities, City Facilities and Offsite Facilities and/or

Owner's cost participation in such facilities through the PID bonds. Eligible costs will include, but not be limited to, engineering and legal fees, costs of easement and access acquisition, costs of design, permitting and inspection, and construction costs, including the costs of required utility extensions, screening and landscaping. The costs and capacity of any oversized facilities will be allocated, per Section 6.02 above, to Owner and the City and/or a third party that will utilize the additional capacity, and the City or third party will be required to advance its share of the costs of such oversizing.

Section 7.05 City's Allocation of Net PID Bond Proceeds. The City will be entitled to receive 10% of the net proceeds of the PID bonds issued by the City for Public Improvements benefitting Phase One (the "City Allocation") either in the form of a payment at the time of funding of such bond issue or, if Owner advances costs of water and wastewater treatment plant Public Improvements including costs for the Phase One Cost Share of the Anthem Storage Tank and the Anthem Water Main, or the Alternative Facilities, as defined in Section 5.03, as provided below in this Section 7.05, through Owner's advancing costs of or completion and conveyance of such Public Improvements to the City at no cost to the City.

(a) The City agrees to defer the City Allocation that would otherwise be payable to the City out of the proceeds of the first issuance of PID bonds (the "Deferred Initial Allocation") and, accordingly, no portion of the proceeds of that first bond issuance will be paid to the City; however, at the time of second issuance of PID bonds, the City will, subject to subsection (b), below, receive the City Allocation payable out of the proceeds of those bonds, plus an amount equal to the Deferred Initial Allocation, subject to Subsection (c), below.

(b) At the time of the second issuance of PID bonds, the City will be entitled to receive a City Allocation of \$1,500,000 in City Allocations for use by the City for water treatment and wastewater treatment plant Project Improvements. The foregoing notwithstanding, if the second issuance of PID bonds has not occurred on or before March 31, 2020, the Owner agrees to advance the sum of \$1,200,000 to the City for use for wastewater treatment plant Project Improvements and any such advance (the "Allocation Credit") will be credited against and reduce the \$1,500,000 in City Allocation(s) otherwise payable out of the second issuance of PID bonds and, therefore, the City will receive the remaining \$300,000 out of the second issuance of PID bonds. The Owner will be entitled to reimbursement for the Allocation Credit, if advanced, out of the proceeds of subsequent issuances of PID bonds.

(c) After the City has received \$1,500,000 in City Allocations (or, if Owner advances the Allocation Credit under Subsection (b), above, the Allocation Credit plus an additional \$300,000 City Allocation), the City Allocation(s) out of the next PID Bond issuance or issuances will be paid to Owner to reimburse Owner for the Allocation Credit, the Phase One Cost Share of the Anthem Storage Tank and the Anthem Water Main, if advanced by Owner as provided in Section 5.03(b), or, if applicable, the cost of the Alternative Facilities described in Section 5.03(d).

(d) After Owner has been reimbursed for the Allocation Credit, the Phase One Cost Share of the Anthem Storage Tank and the Anthem Water Main, or the Alternative Facilities, as applicable, the City will utilize the next City Allocation(s) paid to the City for reimbursement of the City's costs of construction of the Elliot Branch wastewater interceptor and, thereafter, for the reconstruction of Old Stagecoach Road as a two lane road with bike lane within existing right of way from FM 2770 to the roundabout at the entrance of Phase One and for related intersection improvement.

(e) After the City's completion of the Old Stagecoach Road improvements described in (d), above, additional City Allocations may be utilized by the City for any other public purpose. If, however, the County funds the reconstruction of Old Stagecoach Road as described in Subsection (e), then the portion of the City Allocation that would otherwise have been utilized for that reconstruction may be utilized by the City for any other public purpose.

**ARTICLE VIII.
OTHER DEVELOPMENT MATTERS**

Section 8.01 Interlocal Cooperation.

(a) Pursuant to the City's interlocal agreement with the County, the City will be the common point of contact for submittals for approvals for Phase One, however, Owner will be subject to payment of all applicable County review fees.

(b) The City will cooperate with Owner to facilitate Owner's obtaining a license agreement from the County that will allow landscaping, signage and related improvements in any rights-of-way and medians for collector roads and the portion of FM 150 within Phase One that is owned by or under the jurisdiction of the County.

(c) The City will cooperate with Owner to negotiate and enter into a tri-party agreement between the City, Owner and the County confirming utility assignments and maintenance obligations within any rights-of-way owned by or under the jurisdiction the County within Phase One. Final approval of this Agreement by the City will be conditioned upon the approval and execution of such tri-party agreement by the City, the County and Owner.

Section 8.02 Owner's Right to Continue Development. In consideration of Owner's agreements hereunder, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose (a) any moratorium on building or development within the Property, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, or other necessary approvals, within the Property unless the moratorium is mandated by an agency of the State of Texas or the United States, or is applicable to the City in its entirety. The City may impose temporary moratoria provided that any such moratorium is applicable to the City's entire jurisdiction and is due to an emergency constituting an imminent threat to the public health or safety,

provided that any such moratorium may continue with respect to the Property only during the duration of the emergency.

**ARTICLE IX.
REPRESENTATIONS AND WARRANTIES**

Section 9.01 Representations and Warranties of Owner.

- (a) **Organization and Good Standing.** Owner is a duly organized and validly existing limited partnership with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all of its obligations under this Agreement for the Property.
- (b) **Authority; No Conflict.** This Agreement constitutes a legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms. Owner has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement with respect to the Property.

Section 9.02 Representations and Warranties of the City.

- (a) **Organization and Good Standing.** The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all of its obligations under this Agreement.
- (b) **Authority; No Conflict.** This Agreement constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

**ARTICLE X.
AUTHORITY; FRUSTRATION OF PURPOSE**

Section 10.01 Legal Authority. This Agreement is entered into under, among other authority, the statutory authority of Sections 42.042 and 212.172, *Texas Local Government Code*. Subject to compliance with the terms of this Agreement, the Parties intend that this Agreement guarantee the continuation of the extraterritorial status of the Property for the period of time provided in this Agreement; provide for Public Improvements and other infrastructure to serve the Property; and provide other lawful terms and considerations relating to the Property. The City acknowledges that the IDA constituted an application by Owner for the subdivision and development of the Property, initiated the subdivision and development permit process for the Property, and constitutes a development plan as provided in Section 212.172, *Texas Local*

Government Code. Subject to the terms and conditions of this Agreement, the City confirms, acknowledges and agrees that Owner has vested authority to develop the Property in accordance with the Applicable City Rules, as modified by Phase One Approvals, notwithstanding subsequently adopted ordinances, rules or regulations, or changes or modifications to the City Code or the City's ordinances, rules and regulations, which will only be applicable to the extent allowed by Chapter 245, *Texas Local Government Code* (the "*Vested Rights*"). If there is any conflict between the Applicable City Rules and the terms of this Agreement, the terms of this Agreement will control.

Section 10.02 Negotiated Development Procedures. Owner has voluntarily elected to enter into and accept the benefits of this Agreement, which include the certainty and assurance of the development and use of the Property in accordance with this Agreement; the establishment and confirmation of the regulations applicable to the development of the Property; and the water and wastewater services that will be made available to the Property pursuant to the terms of this Agreement. Owner has voluntarily agreed to pay certain fees, and to facilitate, among other things, the construction of Offsite Facilities and other Public Improvements that may exceed the requirements that would be applicable to the Property if Owner had elected to follow standard City development procedures. The City will benefit from this Agreement by virtue of its control over the development standards for the Property and the extension of its water and wastewater systems as provided by this Agreement. The parties agree that development of the Property will be best accomplished through this Agreement and that such development will substantially advance the legitimate interests of the City. The City, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.

Section 10.03 Frustration of Purpose. If any word or other part of this Agreement is affected, in whole or in part, as a result of amendments to the underlying statutory authority for this Agreement or a final judicial decree for which all appeals have expired or been exhausted, or if the Texas Legislature amends State law in a manner that limits or curtails any right or obligation of the Parties under this Agreement, then the Parties acknowledge that the purpose of this Agreement may be frustrated. In such case, the Parties agree to work in good faith to amend this Agreement so that the purpose of this Agreement may be fully realized.

Section 10.04 Cooperation. The City and Owner agree to execute such further documents or instruments as may be reasonably necessary to evidence their agreements hereunder. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, then to the extent permitted by law, the City and Owner agree to cooperate in the defense of such suit or claim and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

ARTICLE XI.
DEFAULT AND REMEDIES FOR DEFAULT

Section 11.01 **Default; Notice of Default; Opportunity to Cure.** If a Party defaults in the performance of any obligation under this Agreement, the non-defaulting Party may give written notice to the other Party specifying the alleged event of default and extending to the defaulting Party 30 days from the date of the notice in order to cure the default complained of or, if the curative action cannot reasonably be completed within 30 days, 30 days to commence the curative action and a reasonable additional period, not to exceed 90 days, to diligently pursue the curative action to completion.

Section 11.02 **Dispute Resolution.** If any default is not cured within the curative period specified in Section 11.01, the Parties agree to use good faith, reasonable efforts to resolve any dispute among them by agreement, including engaging in mediation or other non-binding alternative dispute resolution methods, before initiating any lawsuit to enforce their respective rights under this Agreement. The Parties will share the costs of any alternative dispute resolution method equally.

Section 11.03 **Legal or Equitable Remedies.** If the Parties are unable to resolve any dispute through alternative dispute resolution methods, a non-defaulting Party will have the right to pursue all remedies existing at law or in equity. The Parties acknowledge that a default in the performance of the City's obligations hereunder could not be adequately compensated in money damages alone and that the curtailment or discontinuance of water and/or wastewater service to a residential subdivision is often an unattainable remedy because of the potential threat to the health, safety, and welfare and property of the residents of the subdivision; therefore, the City agrees, in the event of any default on its part as admitted by City or adjudicated by a Court as part of any proceeding in which Owner pursues legal or equitable remedies, that Owner will have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies that may also be available.

Section 11.04 **Non-Waiver.** 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 of such provision or of any other provision of this Agreement, and such Party will have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. The Owner acknowledges and agrees that the City is a governmental entity engaging in a governmental function. By entering into this Agreement the City does not waive its governmental immunity, except as provided by Section 271.152, *Texas Local Government Code*.

Section 11.05 **Applicable Law and Venue.** The construction and validity of this Agreement will be governed by the laws of the State of Texas (without regard to conflicts of law principles). Venue for any dispute arising from or related to this Agreement will be in a Hays County, Texas State District Court in accordance with the Texas Civil Practice and Remedies Code.

Section 11.06 **Reservation of Rights.** To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges and immunities under applicable laws.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

Section 12.01 **Amendments to Agreement.** This Agreement may be amended only by a written agreement signed by the City and Owner.

Section 12.02 **Term and Termination.** The term of this Agreement will commence on the Effective Date and continue until the first to occur of (i) 45 years from the Effective Date; (ii) the date all of the Property is annexed by the City pursuant to the terms of this Agreement, which the City confirms and agrees will not occur until all PID bonds that are to be repaid through assessments against the Property have been issued and repaid in full, and there are no further PID assessments against the Property; or (iii) written agreement of the Parties. Upon termination of this Agreement, the Parties agree to execute and record in the Official Public Records of Hays County, Texas, a document confirming the termination of this Agreement. In no event will any termination of this Agreement entitle the City to terminate water and/or wastewater service to any existing Customer, or to refuse service for a connection for which an Impact Fee has been paid.

Section 12.03 **Agreement Binds Successors and Runs with the Property.** Within ten business days after the Effective Date, this Agreement will be recorded by Owner in the Official Public Records of Hays County, Texas and a copy of this Agreement complete with recording information will be provided to the City's City Secretary. This Agreement will bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement will constitute covenants running with the land comprising the Property and be binding upon Owner, its successors and assigns. The foregoing notwithstanding, as provided in Section 212.172(f), *Texas Local Government Code*, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except as to any land use and development regulations and City fees provided for by this Agreement that may apply to a specific lot developed out of the Property.

Section 12.04 **Force Majeure.** If any Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement other than an obligation to pay or provide money, the obligations of that Party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, will be suspended during the continuance of the inability to the extent provided above, but for no longer period. The cause, as far as possible, must be remedied with all reasonable diligence; however, the settlement of strikes and lockouts will be entirely within the discretion of the Party affected, and the requirement that any Force Majeure be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties if settlement is unfavorable to it in the judgment of the affected Party.

Section 12.05 Owner Assignment of Agreement.

(a) Owner's rights and obligations under this Agreement may be assigned, in whole or in part, by Owner to one or more purchasers of all or part of the Property. Except as provided in Subsection (b), the City Council must first approve and consent to any such assignment by Owner, which consent will not be unreasonably withheld, conditioned or delayed. Any assignment must be in writing, specifically set forth the assigned rights and obligations and be executed by Owner and the proposed assignee. A copy of the executed assignment document must be provided to the City.

(b) The City hereby expressly approves and consents to Owner's assignment of its rights and obligations under this Agreement to Hanna/Magee LP #1, a Texas limited partnership ("Hanna/Magee"), or to an entity controlling, controlled by or under common control with Hanna/Magee. No further City consent to any such assignment will be required; however, the assignment must be in writing, specifically set forth the assigned rights and obligations, be executed by Owner and Hanna/Magee, and a copy of the executed assignment document must be provided to the City.

(c) If Owner assigns its rights and obligations hereunder as to a portion of the Property, then the rights and obligations of any assignee and Owner will be severable, and Owner will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Owner, the City may pursue all remedies against that nonperforming Owner, but will not pursue any remedies with respect to or impede development activities of any performing Owner as a result of that nonperformance.

(d) Owner may collaterally assign its rights and obligations, including the right to receive sums payable to Owner through PID bonds, under this Agreement to a lender providing financing for all or a portion of Phase One. No City consent to such a collateral assignment will be required, but Owner will give the City written notice of the name and address of any lender to whom a collateral assignment is made.

Section 12.06 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party; or (iv) by facsimile or email with confirming copy sent by one of the other described methods of notice set forth above. Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed by notice as provided in this Section, be as follows:

City:

City of Kyle
Attn: City Manager
100 W. Center Street
Kyle, TX 78640

With a copy to:

Davidson, Troilo, Ream & Garza, PC
Attn: Frank Garza, City Attorney
601 NW Loop 410, Suite 100
San Antonio, TX 78216

Owner:

Blanco River Ranch Properties LP
Attn: Gregg Reyes
1901 Hollister Road
Houston, Texas 77080

With a copy to:

Hanna/Magee LP#1
Attn: Blake Magee
1011 North Lamar Blvd.
Austin, Texas 78703

Section 12.07 Lender Protection. This Agreement will not affect the right of Owner to encumber any portion of the Property owned by it by mortgage, deed of trust or other instrument to secure financing for development of that land. The City understands that a lender providing financing for Phase One (a "*Lender*") may require interpretations of or modifications to this Agreement and agrees to cooperate with Owner and its Lender's representatives in connection with any requests for interpretations or modifications. The City agrees not to withhold or delay unreasonably its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City further agrees as follows:

(a) Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Property.

(b) The City will, upon written request of a Lender given in compliance with this Agreement, provide the Lender with a copy of any written notice of default given to Owner under this Agreement within ten days of the date such notice is given to Owner.

(c) In the event of default by Owner under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to Owner, either under this Agreement or under the notice of default.

(d) Any Lender who comes into possession of any portion of the Property by foreclosure or deed in lieu of foreclosure will take such property subject to the terms of this Agreement. A Lender will not be liable for any defaults or monetary obligations of Owner arising prior to the Lender's acquisition of title, but the Lender will not be entitled to obtain any permits or approvals with respect to that portion of the Property until all delinquent fees and other obligations of Owner under this Agreement that relate to the property in question have been paid or performed.

(e) From time to time upon written request by Owner, the City shall execute a written estoppel certificate stating, if true, that the City has not given or received any written notices alleging any events of default under this Agreement provided, however, the City may require payment in advance of its estimated charges for preparing the requested estoppel certificate.

Section 12.08 Severability. If any part of this Agreement or its application to any person or circumstance is held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the Parties agree that they will cooperate to amend or revise this Agreement to accomplish, to the greatest degree practical, the same purpose as the part determined to be invalid or unconstitutional. It is the intent of the Parties to preserve and protect, to the maximum extent possible, the Parties' contractual rights and benefits under this Agreement.

Section 12.09 Effect of Agreement.

(a) With respect to the Property only, this Agreement supersedes the IDA. The IDA will remain in full force and effect as to the BRR Remainder except as provided in Subsection (b), below. The City and Owner agree that the phasing of development of and the designation of the Improvement Areas within the PID for the BRR Remainder will be specified in a final development agreement for the BRR Remainder to be negotiated and entered into by Owner and the City. Until such time as the final development agreement for the BRR Remainder is finally approved and executed, the BRR Remainder will be subject to the IDA, as modified by this Agreement.

(b) Owner and the City mutually agree that Section 8.03 of the IDA is replaced with the following:

“Deannexation. If (1) the PID is not created as contemplated by Section 2.06 of this Agreement, or (2) despite the intentions of the Parties described in Section 2.02 above, the City Council does not approve deannexation of the Current City Limits Property, Owner may petition for deannexation of the Commercial Land pursuant to Section 1.07 of the City Charter and the City agrees, in good faith, to take action to deannex the Commercial Land promptly upon receipt of such petition.”

Section 12.10 **Good Faith.** Each Party agrees that, notwithstanding any provision herein to the contrary, it will not unreasonably withhold or unduly delay any consent, approval, decision, determination or other action required or permitted under the terms of this Agreement, it being agreed and understood that each Party will act in good faith and will at all times deal fairly with the other Party.

Section 12.11 **Authority.** By their execution hereof, each individual signing this Agreement on behalf of a Party represents and warrants that he or she has the authority to execute this Agreement on behalf of the Party and in the capacity shown below.

Section 12.12 **No Third Party Beneficiary.** This Agreement is for the benefit of the City and Owner and shall not be construed to confer any benefit on any third party other than the Customers.

Section 12.13 **Counterparts.** To facilitate execution, this Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all Parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a facsimile or electronic signature will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

Section 12.14 **Headings, Construction.** The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender include the feminine or neuter, and the singular includes the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation and drafting of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and the Applicable City Rules, the terms of this Agreement will control.

Section 12.15 **Time.** Time is of the essence of this Agreement. 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 extended to the next day that is not a Saturday, Sunday or legal holiday.

Section 12.16 **Interested Parties.** Owner acknowledges that Section 2252.908, Texas Government Code ("Section 2252.908") requires disclosure of certain matters by business entities entering into a contract with a local government entity such as the City. Owner confirms that it has reviewed Section 2252.908 and that Owner will 1) complete Form 1295, using the unique identification number specified on page 1 of this Agreement, and electronically file it with the Texas Ethics Commission ("TEC"); and 2)

submit to the City the signed and notarized Form 1295, including the certification of filing number of the Form 1295 with the TEC, at the time the Owner executes and submits this Agreement to the City. Form 1295 is available at the TEC's website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. This Agreement is not effective until the requirements listed above are satisfied and approval of this Agreement by the City is expressly made contingent upon Owner's compliance with such requirements.

Section 12.17 Conflicts of Interest. Owner acknowledges that Texas Local Government Code Chapter 176 ("Chapter 176") requires the disclosure of certain matters by persons who enter into or seek to enter into a contract with local government entities such as the City. Owner confirms that it has reviewed Chapter 176 and, if it is required to do so, it will complete and return Form CIQ promulgated by the TEC, which is available on the TEC website at <https://www.ethics.state.tx.us/forms/CIQ-New-2015.pdf>, within seven days of the date of submitting this Agreement to the City or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

Section 12.18 City has no Liability to Contractors of Owner. It is expressly understood and agreed by all Parties hereto that, in performing its services hereunder, Owner will at no time will be acting as an agent of the City or and that all consultants or contractors engaged by Owner will be independent contractors of Owner, and not of the City. The Parties hereto understand and agree that the City will not be liable for any claims that may be asserted by any third party occurring in connection with Owner's performance under this Agreement, unless any such claims are due to the fault of the City.

Section 12.19 Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- | | |
|-----------------------------|---|
| <u>Exhibit "A"</u> | Description of the Property |
| <u>Exhibit "B"</u> | Depiction of Current City Limits Property |
| <u>Exhibit "C"</u> | Concept Plan |
| <u>Exhibit "D"</u> | Development Standards and Project Approvals, including exceptions and variances |
| <u>Exhibit "D-1"</u> | Design Guidelines |
| <u>Exhibit "D-2"</u> | City's Current Building Code in effect on vesting date |
| <u>Exhibit "E"</u> | Schedule for De-Annexation, Annexation and Other Project Approvals |

- Exhibit “F”** Spine Road Alignment, including areas to be annexed and de-annexed
- Exhibit “G”** City PID Requirements
- Exhibit “G-1”** Additional PID Requirements Approved by Owner
- Exhibit “H”** PID Agreement Term Sheet
- Exhibit “I”** Permitted Locations for Signage and Landscaping Improvements
- Exhibit “J”** Park Land and Park Improvements
- Exhibit “K”** Roadway and Transportation Improvements
- Exhibit “L”** Water Facilities Plan
- Exhibit “M”** Wastewater Facilities Plan
- Exhibit “N”** Utility Design Guidelines

EXECUTED in multiple counterparts, each of which shall constitute an original, to be effective as of the Effective Date.

(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)

**SIGNATURE PAGE TO BLANCO RIVER RANCH (Residential Area)
DE-ANNEXATION AND DEVELOPMENT AGREEMENT.**

CITY: City of Kyle, Texas, a municipal corporation

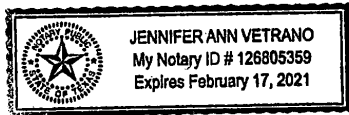
By: 
Todd Webster, Mayor

Date: 5/16/2017

STATE OF TEXAS §
 §
COUNTY OF HAYS §

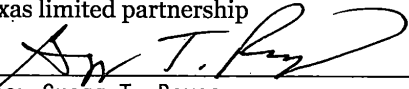
This instrument was acknowledged before me on the 16th day of May, 2017, by Todd Webster, Mayor of the City of Kyle, Texas, a municipal corporation, on behalf of said municipal corporation.


Notary Public, State of Texas



**SIGNATURE PAGE TO BLANCO RIVER RANCH (Residential Area)
DE-ANNEXATION AND DEVELOPMENT AGREEMENT.**

OWNER: **BLANCO RIVER RANCH PROPERTIES LP,**
a Texas limited partnership

By: 
Name: Gregg T. Reyes
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of
May, 2017, by Gregg T. Reyes
Manager of Blanco River Ranch Properties LP, a Texas limited
partnership, on behalf of said limited partnership.



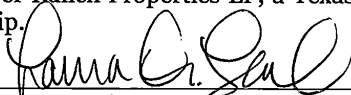

Notary Public, State of Texas

EXHIBIT "A"
DESCRIPTION OF THE PROPERTY

Blanco River Ranch
858.70 acres

PROPERTY DESCRIPTION
EXHIBIT A

BEING 858.70 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS ¼ LEAGUE NO. 14, ABSTRACT 360, AND THE CALEB W. BAKER SURVEY, ABSTRACT 31 HAYS COUNTY, TEXAS AND BEING A PORTION OF TRACT I, A CALLED 1,971.29 ACRE TRACT AND ALL OF TRACT II, A CALLED 195.14 ACRE TRACT AS DESCRIBED IN A DEED FROM THE STATE OF TEXAS TO BLANCO RIVER RANCH, LP AND RECORDED IN VOLUME 5230, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 858.70 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH ALL BEARING REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

BEGINNING at an iron rod with aluminum cap stamped "Kent McMillian" found marking the most northerly corner of a called 311.56 acre tract described in a deed to Robert Nance recorded in Volume 4459, Page 137 of said Deed Records, same being the northwest corner of a called 195.14 acre tract described in the aforementioned deed to Blanco River Ranch as Tract II and being on the southeasterly line of said 1,971.29 acre Tract I;

THENCE, with the southerly line of said 1,971.29 acre tract, same being the northeasterly line of said 311.56 acre tract S43°59'58"W, 1916.27 feet to a ½-inch iron rod with cap stamped "AST" set on the northerly line of proposed RM 150;

THENCE, leaving said southerly line and crossing said 1,941.29 acre tract with the proposed northerly line of RM 150 the following courses and distances:

1. N65°08'51"W, 49.48 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the right;
2. with a curve to the right, 381.25 feet, having a radius of 925.00 feet, a central angle of 23°36'54" and a chord bearing and distance of N53°30'43"W, 378.55 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
3. N41°42'16"W, 336.00 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;
4. with the arc of said curve to the left, 151.93 feet, having a radius of 1100.00 feet, a central angle of 07°54'48" and a chord bearing and distance of N45°39'41"W, 151.81 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
5. N49°37'05"W, 572.43 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
6. N51°37'01"W, 75.00 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
7. N53°36'58"W, 749.01 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;

8. with the arc of said curve to the left, 93.33 feet, having a radius of 1025.00 feet, a central angle of $05^{\circ}13'01''$ and a chord bearing and distance of $N56^{\circ}13'28''W$, 93.30 feet to a $\frac{1}{2}$ -inch iron rod with cap stamped "AST" set for the most westerly southwest corner of the herein described tract;

THENCE leaving said proposed right of way line and with a dry creek, the following courses and distances:

1. $N26^{\circ}31'11''E$, 563.37 feet to a calculated point;
2. $N46^{\circ}09'29''E$, 1179.39 feet to a calculated point;
3. $N28^{\circ}22'57''E$, 708.36 feet to a calculated point;
4. $N44^{\circ}16'34''E$, 582.28 feet to a calculated point at the beginning of a curve to the right;
5. with a curve to the right, 297.90 feet, having a radius of 1184.66 feet, a central angle of $14^{\circ}24'28''$ and a chord bearing and distance of $N77^{\circ}54'54''E$, 297.12 feet to a calculated point;
6. $N04^{\circ}51'54''W$, 125.14 feet to a calculated point;
7. $N23^{\circ}10'37''E$, 321.60 feet to a calculated point;
8. $N13^{\circ}08'23''W$, 681.62 feet to a calculated point;
9. $N31^{\circ}45'00''E$, 255.79 feet to a calculated point;
10. $N08^{\circ}23'37''E$, 473.49 feet to a calculated point;
11. $N02^{\circ}33'01''W$, 195.07 feet to a calculated point;
12. $N30^{\circ}53'10''W$, 576.14 feet to a calculated point;
13. $N01^{\circ}26'31''W$, 729.89 feet to a calculated point;
14. $N38^{\circ}05'39''W$, 1250.80 feet to a calculated point;
15. $N20^{\circ}33'26''E$, 282.73 feet a $\frac{1}{2}$ -inch iron rod with cap stamped "AST" set for the most westerly northwest corner of the herein described tract on the northerly line of said 1,971.29 acre tract, same being on the southerly line of Park Land Lot 23 of Arroyo Ranch, Section One, a subdivision of record in Volume 10, Page 180 of the Hays County Official Public Records;

THENCE, with the northerly line of said 1,971.29 acre tract, $S82^{\circ}42'45''E$, 432.46 feet to a point located in the centerline of the remains of an old stone fence corner for an angle point in the north line of the herein described tract, from which a $\frac{1}{2}$ -inch iron rod bears $S88^{\circ}19'W$, 37.5 feet;

THENCE, continuing with said northerly line, $N43^{\circ}55'32''E$, 1271.63 feet to a 2-inch metal fence post at the most northerly northwest corner of said 1,971.29 acre tract and being the common corners of Lots 12, 13 and 19, Block D of said Arroyo Ranch Section One subdivision;

THENCE, with the easterly line of said 1,971.29 acre tract the following courses and distances:

1. $S46^{\circ}19'30''E$, at 185.02 feet passing the south line of said Arroyo Ranch subdivision and north line of a 20.3 acre tract described in a deed to F. Javier, Jr et al and recorded in Volume 2813, Page 359 of said Official Public Records and continuing for a total distance of 887.68 feet to a found $\frac{1}{4}$ -inch iron rod for the south corner of said Javier tract, same being the westerly corner of

- a 21.15 acre tract described in a deed to Nancy L. Russell and Randall W. Russell and recorded in Volume 4385, Page 135 of said Official Public Records;
2. S46°48'04"E, 579.01 feet to a found ½-inch iron rod for the south corner of Russell and being the westerly corner of Quail Meadows Subdivision as recorded in Volume 7, Page 47 of the Hays County Plat Records;
 3. With the southwesterly line of said subdivision, S46°06'19"E, 409.08 feet to ½-inch iron rod for angle point;
 4. S47°09'10"E, 405.41 feet to ½-inch iron rod for angle point;
 5. S47°52'54"E, 295.90 feet to ½-inch iron rod for angle point;
 6. S47°18'52"E, 296.88 feet to ½-inch iron rod for angle point;
 7. S47°21'24"E, 132.10 feet to ½-inch iron rod for angle point;
 8. S47°07'34"E, 179.01 feet to ½-inch iron rod for angle point;
 9. S46°55'27"E, 248.69 feet to ½-inch iron rod for most southerly corner of said subdivision and the westerly corner of a called 57.26 acre tract described in a deed to Kyle Mortgage Investors, LLC and recorded in Volume 3416, Page 789 of said Official Public Records;
 10. S45°43'31"E, 436.59 feet to a fence post for angle point;
 11. S46°32'55"E, 1447.00 feet to an iron rod with aluminum cap stamped "Kent McMillian" at an interior ell corner of said 1,971.29 acre tract;
 12. Continuing with the easterly line of said 1,971.29 acre tract, S40°23'35"W, 1023.40 feet to a ½-inch iron rod found at the westerly corner of a called 1.259 acre tract described in a deed to Robin Robinson and recorded in Volume 5358, Page 587 of said Official Public Records;
 13. S50°23'48"E, 255.70 feet to a fence post for angle point;
 14. N40°43'43"E, 42.89 feet to a ½-inch iron rod with cap stamped "AST" set;
 15. S52°09'40"E, at 85.22 feet passing a ½-inch iron rod found at the westerly corner of a called 0.72 acre tract described in a deed to Robin and Gale Robinson and recorded in Volume 4689, Page 363 of said Official Public Records and continuing for a total distance of 244.62 feet to a ½-inch iron rod with cap stamped "AST" set;
 16. N43°53'50"E, 92.19 feet to a ½-inch iron rod with cap stamped "AST" set;
 17. S78°26'49"E, 101.27 feet ½-inch iron rod found on the westerly right of way line of N. Old Stagecoach Road (width varies);
- THENCE**, with said westerly right of way line the following course and distances:
1. S16°21'49"E, 511.37 feet to a ½-inch iron rod with cap stamped "AST";
 2. S16°20'38"E, 1420.21 feet to a 60d nail found next to a cedar fence post and
 3. S16°48'53"E, 800.20 feet to a ½-inch iron rod with cap stamped "AST" set for the most easterly southeast corner of this tract;
- THENCE**, leaving said westerly right of way line and with fence along the southeasterly line of said 195.14 acre tract, S36°01'23"W, 42.36 feet to a cedar fence post;

THENCE, continuing with said southeasterly line, same being the northwesterly line of a called 132.59 acre tract described in a deed to Felder CND, LLC and recorded in Volume 5224, Page 246 of the Hays County Official Public Records the following courses and distances:

1. S48°36'08"W, 1583.50 feet to a cedar fence post;
2. N49°26'16"W, 34.23 feet to a cedar fence post;
3. S25°40'41"W, 39.42 feet to an iron rod with cap stamped "Vickrey";
4. S48°29'40"W, 2127.73 feet to a cedar fence post with "Mag Nail" on the northerly right of way line of Cypress Road (aka Limekiln Road) (width undetermined) at the southeast corner of said 195.14 acre tract from which an iron rod with aluminum cap stamped "Kent McMillian" bears S21°57'46"W, 50.84 feet;

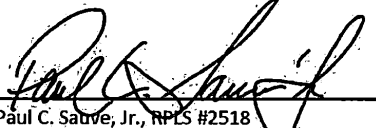
THENCE, with said northerly right of way line, N77°16'32"W, 599.91 feet to a cedar fence post on the easterly line of said 311.56 acre tract;

THENCE, with fence and the easterly line of said 311.56 acre and westerly line of said 195.14 acre tract the following courses and distances:

1. N16°48'19"W, 270.65 feet to a calculated angle point in said line and;
2. N17°13'44"W, 1607.95 feet to the POINT OF BEGINNING and containing 858.70 acres of land, more or less.

SURVEYOR'S STATEMENT

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.


Paul C. Sauve, Jr., RPLS #2518
Austin Spatial Technologies, LLC
December 5, 2016



Instrument # 17018505 Number: 37 of 77 Filed and Recorded: 5/31/2017 4:40 PM
Liz Q. Gonzalez, Hays County Clerk, Texas Rec \$330.00 Deputy Clerk: KBOGGUS

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4:25:17

Exhibit "B" - Page 1 of 1

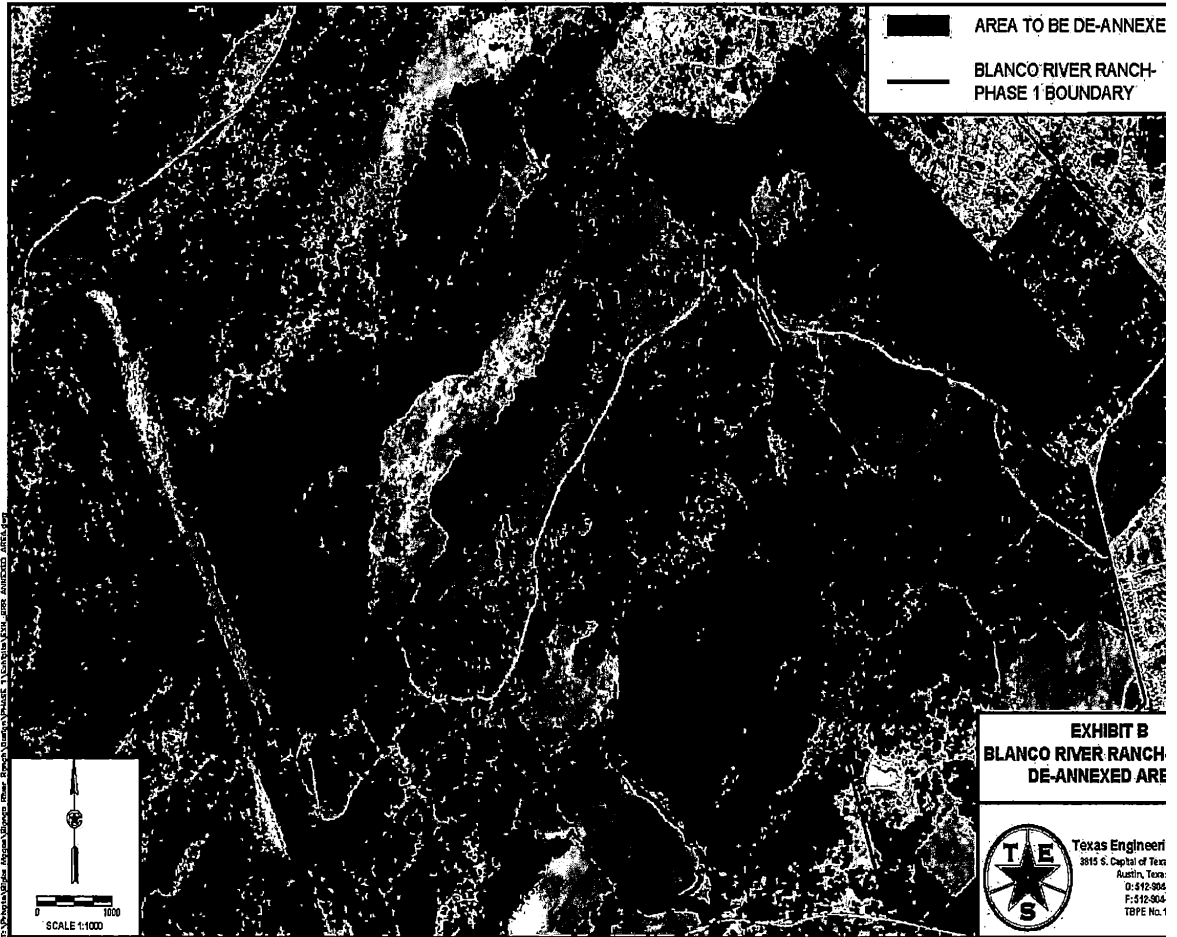


EXHIBIT "D"
BLANCO RIVER RANCH LAND
USE AND DEVELOPMENT
STANDARDS

1. Table A: Land Use Chart:

Single-Family and Garden Homes/Cluster

USE	Lot Width*	Minimum Lot Size	Minimum Living Area SF	Total Lots/Units	% of Total	Min/Max %
Single-Family	50	5500	1200	540 Lots	26%	max
Single-Family	55	5750	1200	460 Lots	22%	max
Single-Family	60	7200	1500	600 Lots	29%	max
Single-Family	70-80	9000	2000	350 Lots	17%	min
Garden Homes/Cluster			1000	150 Units	7%	max
Total				2100	100%	

*Lot Width measured at front Building Line

2. Site Area = 858.7 Acres
3. Single-family lot width distribution will be in accordance with Table A.
4. **Exhibit "C"** - Concept Plan: This plan illustrates the proposed general layout of Phase One.
5. Phase One will be limited to 2,100 single-family lots and garden homes/cluster units.
6. Impervious Cover on each lot will be limited to 60% of the lot area.
7. Phase One will contain a minimum of 100 acres of parkland, amenity center lots, trail corridors and open space.
8. A 6-foot decorative masonry wall will be built along the rear or sides of homes backing or siding to collector roads (roads without lots fronting on them) within a 25-foot landscaped parkway (10-feet of right-of-way with a 15-foot Wall and Landscape Easement/Lot).
9. Over three miles of joint use 8-foot and 10-foot concrete trails within 10-foot to 20-foot Trail Corridor/ROW/Easement will be provided within Phase One as shown on **Exhibit "J"**. Additional native trails (not ADA compliant) will be provided within open space and floodplain areas, as shown conceptually on **Exhibit "J"**, subject to topographic and drainage constraints.
10. No homes will front on collector roads and all street-facing sides of homes abutting collector roads will be 100% masonry, excluding doors, windows, etc. Masonry will

be defined as natural stone, brick and/or stucco. The stucco percentage of any structure will not exceed 50%.

11. **Garage Placement:** For lots less than 60 feet wide (or less than 70 feet wide on corner lots), residential street-facing garages will be located no closer to the street than five feet in front of the dwelling or roof of a covered porch, with such dwelling or porch structure being not less than seven feet wide for all portions of the structure adjacent to the garage. For all other lots, residential street-facing garages will be located no closer to the street than the dwelling. The minimum front building setback will be 20 feet from the property line (25 feet for street-facing garages). For purposes of this provision on garage placement, lot width will be determined based on the width of the lot at the front building setback line of the lot for all lot sizes. Measurement of corner lots will be ten feet wider to account for a 15-foot street side setback.
12. All building fronts will have a minimum of three architectural features. The following are examples of the types of architectural features that will be utilized: horizontal off-sets, recesses or projections; porches; breezeways; porte-cocheres; courtyards; awnings; canopies; alcoves; recessed entries; ornamental cornices; display or other ornamental windows; vertical "elevation" off-sets; peaked roof forms; arches; outdoor patios; architectural details such as tile work or moldings integrated into the façade; integrated planters or wing walls; accent materials; and varied roof heights.
13. **Building Setback Table:**

Interior Lot Width	Corner Lot Width	Side Yard Setback	Rear Yard Setback *	Front Garage Setback	Minimum Front Setback	Street Building Setback	Street Side Garage
50	60	5	15	25	20	15	20
60	70	5	20	25	20	15	20
70	80	5	20	25	20	15	20
80+	90	7.5	20	25	20	15	20

*Open and Covered Porches may encroach up to 10 feet into the rear yard setbacks.

14. The street lighting plan for Phase One will require minimum spacing of 500 feet along all collector and public streets. Decorative street lighting will be permitted but not required. The design of any decorative street lighting will be subject to approval by the City. Any decorative street lighting will be maintained by the homeowners association for Phase One. All street lighting will utilize energy-efficient LED light fixtures.
15. Decorative street signs will be permitted. Any decorative street signs will be subject to approval by the City.
16. Primary subdivision signage will be located at the main entry to Phase One at the intersection of Old Stagecoach Road and the Spine Road and may include a

maximum of 200 square feet of signage or graphics. Tertiary entrance signs will be stone or masonry and each sign may be a maximum of 100 square feet in size, with a maximum of 30 square feet of signage or graphics.

17. Marketing signage/Burma Shave signs will be allowed within Blanco River Ranch within rights-of-way of the Spine Road and collector roads. Marketing signage, as updated and modified from time to time, will be consistent throughout Blanco River Ranch. The approximate size and quantity of permitted marketing signs is shown on **EXHIBIT "I"**.
18. Section 41-136(C) - Lot Width depth to average lot width ratio of the City's Subdivision Ordinance is waived. Lot width will be measured at the front building line.
19. Section 41-137(D) of the Subdivision Ordinance will be amended with respect to Phase One as follows: Offset intersection spacing along collector, local and residential streets will be a minimum of 125 feet measured from roadway street centerline to roadway centerline. Such intersection spacing along arterials will be a minimum of 180 feet.
20. Flag lots will be permitted within Phase One. Flag lots will be a minimum of 20 feet at the right-of-way intersection and substantially perpendicular to the right-of-way.
21. Block lengths may generally not exceed 1,000 feet within Phase One; however, block lengths that exceed this criteria will be permitted when the block includes creeks, natural drainage ways, open space and steep topography.
22. Cul-de-sac maximum lengths may not exceed 800 feet measured from the center of the turnaround to centerline of the connecting road and a maximum of 30 units may be serviced from each cul-de-sac; however, cul-de-sac lengths that exceed this criteria for cul-de-sac lengths and serviced units when the land serviced by the cul-de-sac is restricted by creeks, natural drainage ways, steep topography and external property boundaries. In such cases, the maximum number of units served may not exceed 50 units.
23. Phase One Roadway Cross Sections:

Standard Category	Pavement Width (in Feet)	Right-of-Way Width (in Feet)
Residential Lane	30' FOC-FOC	50'
Residential Collector (W/ Bike Lanes)	37' FOC-FOC	60'
Undivided Arterial (Internal Loop w/ Bike Lanes)	61' FOC-FOC	85'
Divided Arterial (Internal Loop w/ Bike Lanes)	2 at 32' FOC - FOC	114'
Major Thoroughfare (FM 150)	To be Determined	Varies - 120' Minimum

24. Site and Architectural components for garden home/cluster site(s):

- A. Maximum Number of Detached Units: 150 Units
- B. Access Drives: Driveway access from collector roads to residential units is prohibited. Internal private drives will be a minimum of 26 feet wide, with curb and gutter measured from face of curb to face of curb.
- C. Residential Setbacks: Front building setbacks will be a minimum of 15 feet from back of curb. Side building separation will be a minimum of 10 feet. When the rear of one unit is immediately adjacent to the side of another unit, the minimum setback will be 10 feet. Rear building separation, when the rear yards of two units are immediately adjacent to one another, will be a minimum of 20 feet. Patios (covered or uncovered), decks and eave overhang are not included in the determination of rear building separation. A minimum of seven foot clear zone between building roof lines will be provided.
- D. Sidewalks: A four foot sidewalk is required along all public streets. No sidewalks are required along internal private drives.
- E. Units may have single-car garages with driveways at least 18 feet long and nine feet wide. Garages will be setback at least 20 feet from the back of curb. Garages may be flush with the primary façade as long as primary façade is located 20 feet from the back of curb. Porches will be considered part of the primary façade as long as they are a minimum of seven feet wide and six feet deep).
- F. Lighting: Street lighting is required along all public streets, but is optional along interior private drives within Phase One.
- G. Minimum landscape requirements for garden homes/cluster residential structures will be two two-inch caliper significant trees such as oak, elm, pecan, walnut, hickory, cherry, cypress, redbud and any rare species, with diameter measured 18 inches above finished grade immediately after planting; three one-gallon shrubs; three five-gallon shrubs; and turf grass or an alternative material as defined in this section from the front property line to the front two corners of the structure and a minimum coverage area extending three feet from the slab/foundation to protect against water runoff from the roof dripline. If lawn grass is not used in this area, rain gutter systems will be required. One three-and-one-half inch caliper tree may be substituted for two two-inch trees, if the tree is planted in the front yard. Existing trees and shrubs that are retained in healthy condition will be counted toward fulfillment of these requirements.

EXHIBIT "D-1"
DESIGN GUIDELINES

BLANCO RIVER RANCH

DESIGN GUIDELINES
[RESIDENTIAL]

Submittals

Requests for approval of proposed new construction, landscaping, or exterior modifications must be made by submitting the information and materials outlined in the Plan Review Process, set forth herein. The Blanco River Ranch Reviewer will attempt to review all applications and submittals within thirty (30) days. Please allow at least thirty (30) days prior to installation or construction for the Blanco River Ranch Reviewer to review the related applications.

Timing of Completion

The construction of a residence or improvement by a Homebuilder must be started promptly after receiving approval from the Blanco River Ranch Reviewer and completed with due diligence. Unless otherwise approved in advance by the Blanco River Ranch Reviewer, each single family residence must be completed on or before the expiration of one hundred and eighty (180) days after commencement of construction.

Architectural and Aesthetic Standards

A. Required Architectural Elements

All single family residences are required to have the following architectural elements:

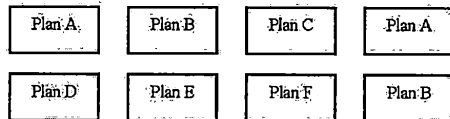
- At least seventy-five percent (75%) of the exterior surface area of walls, including all stories of a residence, shall consist of unpainted clay brick, ledge stone, fieldstone, cast stone, marble, granite, tile, painted or tinted stucco, nonreflective glass facade, and glass block (or alternative glazing e.g. Kalwall). The remaining exterior wall surface shall be comprised of those materials listed or cementitious-fiber planking. Panels are strictly prohibited. Solid wood planking and decorative cementitious-fiber panels may be used for accent features;
- Windows shall have a maximum exterior reflectivity of twenty percent (20%);
- All residence fronts shall have least five different design features to break the wall plane. The following is a list of design features that shall be utilized:
 - o Horizontal offsets;
 - o Recesses or projections;
 - o Porches;

- o Breezeways;
 - o Porte-cocheres;
 - o Courtyards;
 - o Awnings;
 - o Canopies;
 - o Alcoves;
 - o Recessed entries;
 - o Ornamental cornices;
 - o Display or other ornamental windows;
 - o Vertical "elevation" offsets;
 - o Peaked roof forms;
 - o Arches;
 - o Outdoor patios;
 - o Architectural details, such as tile work or moldings integrated into the façade;
 - o Integrated planters or wing walls;
 - o Varied roof heights; or
 - o Premium roofing materials such as tile or standing seam metal;
- All roofs shall be peaked and have at least a 6:12 pitch except for porches and shed roofs which may be constructed to a minimum pitch of 2:12.

B. Plan Repetition

Blanco River Ranch Reviewer may, in its sole and absolute discretion, deny a plan or elevation proposed for a particular Lot if a substantially similar plan or elevation exists on a Lot in close proximity to the Lot on which the plan or elevation is proposed. The Blanco River Ranch Reviewer may, in its sole and absolute discretion, deny a plan and elevation proposed for a particular Lot, if the same plan and elevation exists across the street or diagonal from the plan and elevation that is proposed. The Blanco River Ranch Reviewer may adopt additional requirements concerning substantially similar plans or elevations constructed in proximity to each other, and reserves the right to reject an elevation that closely resembles that of a nearby home or in any way detracts from the overall street scene. For Example:

- *Same Plan and Elevation can be repeated every third Lot (example: Plan A, Plan B, Plan C, and Plan A below).*



- *Across the Street: Same Plan and Elevation cannot be placed on a Lot across the street or diagonal from any other plan.*
- *Same Plan, different elevation, same and opposite side of the street, must have two (2) full Lot separation (repeated every three (3) Lots).*

BLANCO RIVER RANCH [RESIDENTIAL]
 DESIGN GUIDELINES

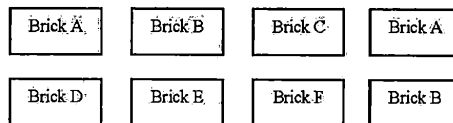
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- *The number of combinations of plans and elevations shall, at a minimum, equal at least twenty-five percent (25%) of the total Lots in any final plat section, but is not required to exceed fifteen (15). (For example, five floor plans with three different elevation options for each floor plan results in fifteen different floor plan/elevation combinations).*

C. Brick Color and Masonry Stone Repetition

Blanco River Ranch Reviewer may, in its sole and absolute discretion, deny a proposed brick or masonry color for a particular Lot if a substantially similar brick color or masonry stone exists on a Lot in close proximity to the Lot on which the brick color or masonry stone is proposed. The Blanco River Ranch Reviewer may adopt additional requirements concerning substantially similar brick or masonry stone constructed in proximity to each other, and reserves the right to reject a brick color or masonry stone that closely resembles that of a nearby home or in any way detracts from the overall street scene. For Example:

- *Similar brick color or masonry stone can be repeated every third Lot (example: Plan A, Plan B, Plan C, and Plan A).*



- *Across the Street: Same brick color or masonry stone cannot be placed on a Lot across the street or diagonal from any other brick color or masonry stone (example above: Brick B).*

D. Exterior Finishing Materials

The exterior of each primary residence on a Lot shall consist of the following exterior finishing materials:

- **New Materials.** All building materials must be approved in advance by Blanco River Ranch Reviewer, and only new building materials (except for antique brick if approved in writing) may be used for constructing any Improvements. Brick, stone, cast stone or other similar masonry product shall not be painted.
- **Exterior Wall Standards.**
 - At least seventy-five percent (75%) of the exterior surface area of walls, including all stories of a residence, shall consist of unpainted clay brick, ledge stone, fieldstone, cast stone, marble, granite, tile, painted or tinted stucco, nonreflective glass façade, and glass block (or alternative glazing e.g. Kalwall). The remaining exterior wall surface shall be comprised of those materials listed or cementitious-fiber planking. Panels are strictly prohibited. Solid wood planking and decorative cementitious-fiber panels may be used for accent features.
 - **Calculation of Percentages.** In calculating percentage of exterior wall area, the area of windows and window frames, doors and door frames, eaves, soffits, dormers, columns,

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 DESIGN GUIDELINES

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recessed entryways, foundation and similar areas are excluded from the calculations and may utilize any of the materials listed in the applicable component exterior wall standards, when construction with the required masonry materials is not reasonably feasible.

- o Stucco. Blanco River Ranch Reviewer must approve in advance the composition and method of application of all stucco proposed to be applied.
- o Accessories. Roofs, eaves, soffits, windows, gables, doors, garage doors and trim work are not required to be constructed of masonry.
- Public View Corridors. Any residence facing, abutting, or adjacent to important public view corridors such as, a collector road, as determined by the Blanco River Ranch Reviewer in its sole and absolute discretion, shall use 100% masonry and attempt to provide design detail, approved by the Blanco River Ranch Reviewer, that avoids a "flat front" look.
- Exposed Foundations. Exposed portions of the foundation on each front, side and rear elevation, visible from any street, must be concealed by extending the exterior masonry to within at least twenty-four inches (24") of the finished grade. If the exterior of the elevation adjacent to the exposed foundation is constructed of stucco, Blanco River Ranch Reviewer will have the authority to require the use of masonry, in a color approved in advance by Blanco River Ranch Reviewer, to conceal the exposed portion of the foundation. Remaining exposed slab area must be parged/sand finished. Exposed areas of slabs visible from streets may require textured/painted finish at the sole discretion of the Blanco River Ranch Reviewer. Exposed slab on the front of the house and, on corner Lots the entire exposed side of the slab facing the street, must have textured, painted finish.
- Projections and Accessories. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, porches, railings and exterior stairways, must match the color of the surface from which they project, unless otherwise approved by the Blanco River Ranch Reviewer. Roofs, eaves, soffits, windows, gables, doors, garage doors and trim work are not required to be constructed of masonry.
- Prohibited Elements:
 - o Vertical siding or wood shake siding (wood siding accents may be permitted if approved by Blanco River Ranch Reviewer).
 - o Highly reflective finishes on exterior surfaces (other than non-mirrored glass or on surfaces of hardware fixtures).
 - o Mirrored glass.
 - o No vivid/bright colors.
 - o Gray brick or other masonry.

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Landscape Guidelines

A. Landscape

General landscaping guidelines for each Lot are set forth below. Notwithstanding the subsequent provisions, the installation of drought-resistant landscaping or water-conserving turf on a residential lot, which is a landscaping procedure known as xeriscaping ("**Xeriscaping**"), will be permitted upon written approval by the Blanco River Ranch Reviewer in accordance with those certain Xeriscaping provisions set forth in the Development Area Declaration. All landscapes and landscaping must be approved in writing prior by the Blanco River Ranch Reviewer prior to installation.

- **Plans.** A detailed landscape plan for the minimum landscape package for each Lot size must be submitted to the Blanco River Ranch Reviewer for consideration at least ninety (90) days before completion of the residence. The minimum landscape package must be in conformance with the landscape sections of the Zoning Ordinance (Chapter 53, Article V, Landscaping and Screening Requirements of the City of Kyle Code of Ordinances). No significant (*i.e.*, major changes in the plant list, plant and plant bed locations, plant count, hardscape design, materials) revisions that would be considered to lower the quality or look of the package may be made to the approved plan without submission to, and further approval by the Blanco River Ranch Reviewer of the revised plan. Landscape plans must include vegetative screening for above ground utility connections visible from the street or adjacent properties in accordance with the plan approved in advance by the Blanco River Ranch Reviewer. Hardscape elements in the landscaping must be in scale with the home and associated structures.
- **Materials.** All introduced vegetation shall be trees, shrubs, vines, ground covers, seasonal flowers or sodded grasses which are recommended by the Grow Green Plant Guide, a copy of which is available online at the City's website, and which are routinely and generally accepted landscape practices for the region and which are approved by the Blanco River Ranch Reviewer. An emphasis should be placed on utilizing native plants that are drought-tolerant. A minimum of 2" of mulch is required for all shrub and bed areas. Caliche is not considered soil. An Owner must plant grass within three (3) days after top-soil for planting grass has been delivered to the Lot. Buffalo grass, zoysia grass or Bermuda grass are recommended for sunny sections of the landscape. Bermuda and Buffalo grass should be maintained at a height of two to two and one-half inches.
- **Installation and Maintenance.** Landscaping of new homes must be installed within thirty (30) days of completion and in any event, landscaping in accordance with the approved plans shall be completely installed prior to occupancy of a residence. Extensions to the time limit may be granted by the Blanco River Ranch Reviewer. After installation, landscaping (including temporary landscaping) shall be properly maintained at all times.
- **Minimum Landscape Requirements.** Landscaping of a new home must conform to the following minimum requirements:

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- o Full sodded front and side yards (in front of fences), with backyards to be fully sodded by the Owner within thirty (30) days after acquiring occupancy of the Lot for residential purposes;
- o On all Lots other than corner Lots, two (2) three-inch caliper significant trees such as oak, elm, pecan, walnut, hickory, cherry, cypress, redbud and any rare species, measured eighteen inches above finished grade immediately after planting. On all corner Lots, four (4) three-inch caliper trees (with two (2) in the front portion of the Lot and two (2) in the side of the Lot adjacent to the street).
- o Ten (10) five-gallon shrubs;
- o Turfgrass or alternative materials which can include native and adaptive landscape plants as specified in the Grow Green Guide, mulch, or similar materials. No more than fifty percent (50%) of the Lot may consist of non-plant material, from the front property line to the front two (2) corners of the residence and minimum coverage area extending 3' from the slab/foundation to protect water runoff from the roof drip line. If lawn grass is not used in this area, then rain gutter systems shall be installed. The use of rock or crushed rock as a ground cover shall not be permitted. See Section 3.13 of the Development Area Declaration for further guidelines on Xeriscaping.

Trees and shrubs should be pruned to avoid blocking clear view of signs, address markers, the flow of air conditioner compressors as well as pedestrian and vehicular traffic.

- Gardens, Sculptures and Fountains. Any Owner who wishes to modify their landscaping upon their Lot must obtain the approval of the Blanco River Ranch Reviewer. Sculptures and fountains are subject to approval by Blanco River Ranch Reviewer.
- Landscape Screening. Approved screening techniques including fences, evergreen vegetative screens, landscape berms, existing vegetation or any combination thereof.
 - o Fencing. The finished side of all fences built to comply with screening shall face away from the screened object. All posts shall have concrete footings.
 - o Evergreen Vegetative Screens. Evergreen plant materials shall be shrubs, at least thirty inches (30") in height and at a minimum spacing of 48 inches (48") at the time of installation, in combination with shade trees not more than fifty feet apart.
 - o Landscape Berms. In combination with trees, shall fulfill the screening requirements of this section if the berms are at least feet (3') in height and have a maximum side slope of four feet (4') of horizontal run for every one foot (1') in vertical rise.
 - o Existing on-site vegetation demonstrating significant visual screening capabilities, including but not limited to evergreens.
- Tree Protection. Protection and preservation of trees is of significant important to the aesthetics of the community and the environment of Blanco River Ranch.

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- o Tree Removal. All existing trees shall be preserved to the best extent possible. As used herein, the term "Building Envelope" shall be defined as the area of the Lot that is allowed for construction of a residence as defined by the setbacks of the Lot. Within the Building Envelope, a Homebuilder may remove any existing tree less than 18" in diameter as measured 24" off the ground. Within the Building Envelope, any existing tree greater than or equal to 18" in diameter as measured 24" off the ground shall require prior written approval from the Blanco River Ranch Reviewer before removal. Any existing trees should be shown on the plot plan that is submitted by the Homebuilder to the Blanco River Ranch Reviewer for review and prior approval. All existing trees outside the Building Envelope shall be preserved regardless of size.

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DESIGN GUIDELINES

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EXHIBIT "D-2"
CITY'S CURRENT BUILDING CODE IN EFFECT ON VESTING DATE

Chapter 8 – Building Regulations Including

- 2009 International Building Code
- 2009 International Residential Code
- 2009 International Plumbing Code
- 2009 International Mechanical Code
- 2000 International Electrical Code
- 2009 International Fire Code
- 2009 International Energy Conservation Code
- 2009 International Property Maintenance Code

Chapter 26 – Parks and Recreation

Chapter 29 – Sign Standards and Permits

Chapter 32 – Site Development

Chapter 38- Streets, Sidewalks and Other Public Places

Chapter 41- Subdivisions

Chapter 50- Utilities

EXHIBIT "E"
SCHEDULE FOR DE-ANNEXATION, ANNEXATION AND OTHER PROJECT
APPROVALS

RESOLUTION NO. 1060

A RESOLUTION TO PROVIDE FOR THE POSSIBLE EXTENSION OF THE KYLE MUNICIPAL BOUNDARIES BY THE ANNEXATION OF APPROXIMATELY 119.20 ACRES WHICH IS LOCATED WEST OF N. OLD STAGECOACH RD IN THE BLANCO RIVER RANCH; AND THE DE-ANNEXATION OF APPROXIMATELY 242.12 ACRES WHICH IS LOCATED WEST OF THE INTERSECTION OF N. OLD STAGECOACH RD AND W. RR 150 IN THE BLANCO RIVER RANCH; AND SETTING THE DATES AND TIMES OF TWO PUBLIC HEARINGS FOR THE PURPOSE OF ANNEXING AND DE-ANNEXING PROPERTY AND SETTING AN EFFECTIVE DATE

WHEREAS, City of Kyle is a Home Rule city that has the legal authority under Chapter 43 of the Texas Local Government code to annex property in accordance with state law and City Charter; and

WHEREAS, City Kyle is a Home Rule city that has the legal authority under Chapter 43 of the Texas Local Government code and state law requires a home rule city to comply with their City Charter to de-annex property in their city limits; and

WHEREAS, City Kyle City Charter, Section 1.07 requires the Council to adopt an ordinance to unilaterally annex or de-annex any land upon its own initiative when in the best interest of the city and the procedure for the annexation or de-annexation may not be inconsistent with state law; and

WHEREAS, Section 43.063(a) of the Texas Local Government Code and Section 1.07 of the City Charter require the City to conduct two public hearings to be held at least ten (10) days but not more than twenty (20) days after notice of such public hearings are published, and

WHEREAS, Section 43.0561(c) of the Texas Local Government Code and Section 1.07 of the City Charter require the publication of notice of each hearing in a newspaper of general circulation in the City of Kyle at least once on or after the 10th day but before the 20th day before the date of the hearing; and

WHEREAS, the property to be annexed is approximately 119.20 acres located west of N. Old Stagecoach Rd in the Blanco River Ranch; and

WHEREAS, the property to be de-annexed is approximately 242.12 acres located west of the intersection of N. Old Stagecoach Rd and W. RR 150 in the Blanco River Ranch; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF KYLE, HAYS COUNTY, TEXAS:

Section 1. City of Kyle will publish the notice of the first public hearing on or about April 26, 2017 in compliance with Section 43.0561(c) of the Texas Local Government Code.

Section 2. City will hold its first public hearing during a special called council meeting on May 6, 2017.

Section 3. City of Kyle will publish the notice of the second public hearings on or about April 26, 2017 in compliance with Section 43.0561(c) of the Texas Local Government Code.

Section 4. City will hold its second public hearing during a scheduled council meeting on May 16, 2017.

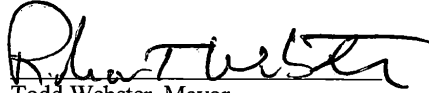
Section 5. City will consider for adoption the annexation of approximately 119.20 acres located west of N. Old Stagecoach Rd in the Blanco River Ranch.

Section 6. On May 16, 2017, if Council elects to annex the land described in Section 5, City will accomplish the annexation by Ordinance that will include the metes and bounds for all parcels and include the Service Delivery Plan for the area.

Section 7. This Resolution shall become effective upon passage.

PASSED, APPROVED AND RESOLVED in KYLE, Texas, this the 2nd day of May, 2017.

CITY OF KYLE, TEXAS

By: 
Todd Webster, Mayor

ATTEST


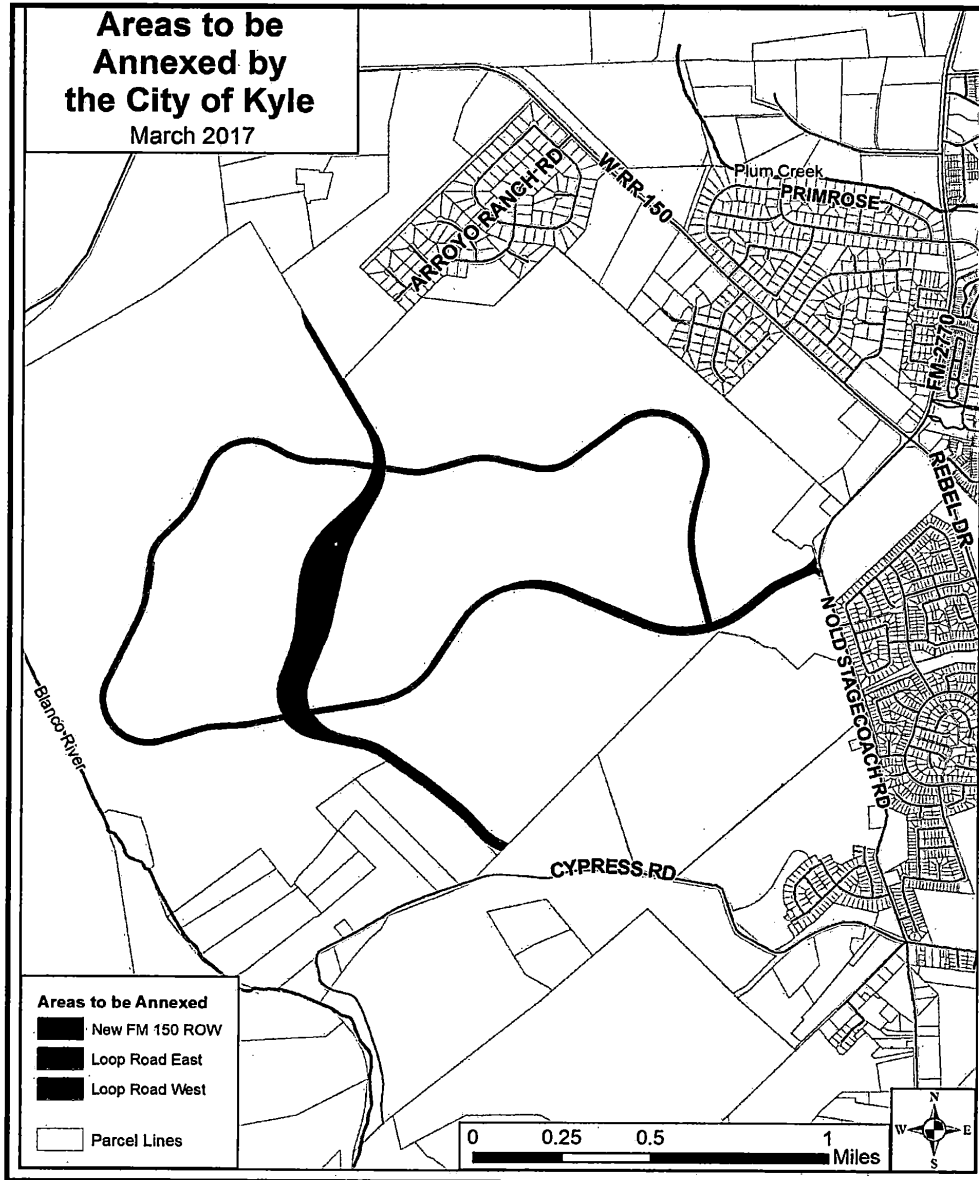
By: 
Jennifer Vetrano
City Secretary

EXHIBIT "F"
SPINE ROAD ALIGNMENT, INCLUDING AREAS TO BE ANNEXED AND DE-ANNEXED



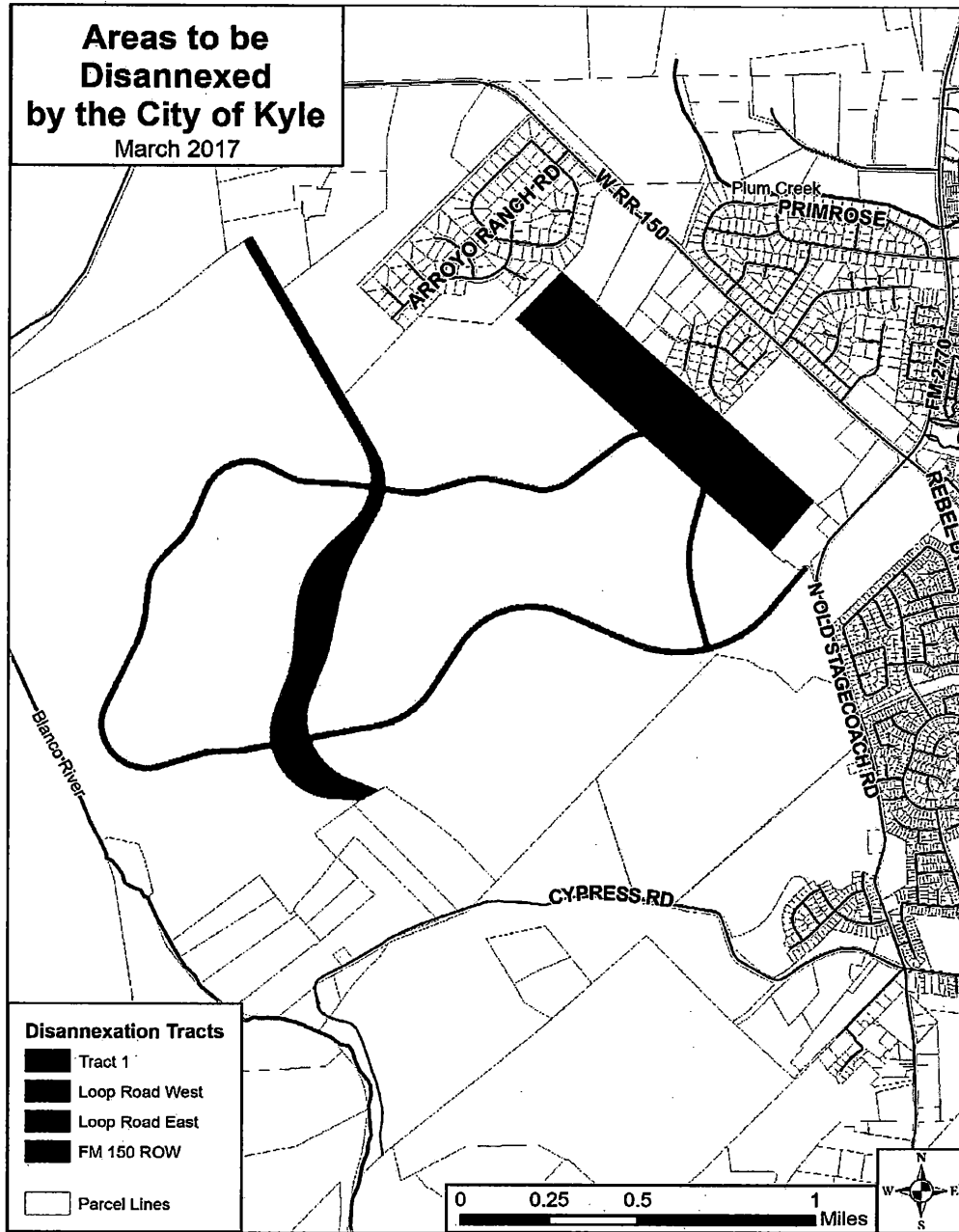


EXHIBIT "G"
CITY PID REQUIREMENTS

CITY OF KYLE

Public Improvement District Policy

OVERVIEW

Public Improvement Districts ("PIDs"), per the Texas Local Government Code Chapter 372 ("the code" or "PID Act"), provide the City of Kyle ("the City") an economic development tool that permits the financing of qualified public improvement costs which confer a special benefit on a definable part of the City, including property both within its corporate limits as well as property that may be located within its extra-territorial jurisdiction. Proceeds from bonds issued by a PID can finance capital costs and fund supplemental services to meet the community needs which could not otherwise be constructed or provided. The bonds issued by the PID to fund the costs of eligible capital improvements and/or supplemental services are paid entirely by property owners within the Public Improvement District ("PID") who receive special benefits from the capital improvements or services. **A PID may only be used to pay for public improvements.**

A PID is comprised of properties, whose owners have petitioned the City to form a PID. The City Council establishes a PID by adoption of a resolution after a public hearing. Written notification of the public hearing is published and mailed to all property owners in the proposed PID. By petition, the owners pledge to pay an assessment in order to receive enhanced services and/or improvements within the District. The PID must demonstrate that it confers a benefit, not only to the properties within the district, but also to the "public" which includes the City.

The purpose of this PID policy is to outline the issues to be addressed by the owner of the taxable real property liable for assessment petitioning for creation of a PID ("Petitioner") before the City Council can support the establishment of a PID. The PID policy outlines such things as petition requirements, qualified costs, financing criteria, information disclosures to property owners, and the determination of annual plans, budgets and assessments.

GENERAL

1. A PID may be created and utilized to construct qualified public improvements and/or reimburse a Developer's actual and documented costs required to serve the development. Such incremental costs shall be associated with the construction of qualified public improvements.
2. PIDs must be self-sufficient and not require the City to incur any costs associated with the formation of the PID, bond issuance costs, PID administration or the construction of PID improvements.
3. PID petition signatures should reflect that a reasonable attempt was made to obtain the full support of the PID by the majority of the property owners located within the proposed PID. Priority will be given to PIDs with the support of 100% of the landowners within a PID.

City of Kyle
Public Improvement District Policy

4. Priority will be given to PID improvements:
 - a. In support of development that will generate economic development benefits to the City;
 - b. In the public right of way (e.g., entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage); and
 - c. Which meet community needs (e.g., enhanced drainage improvements, parks and off-street public parking facilities, wastewater and/or water on or off-site improvements).
5. A PID's budget shall include sufficient funds to pay for all costs, including additional administrative and/or operational costs.
6. A Landowner's Agreement must be recorded in the Official Public Records of the County in which the PID is located which, among other things, will notify any prospective owner of the existence or proposal of special assessments on the property. All closing statements and sales contracts for lots must specify who is responsible for payment of any existing PID assessment or a *pro rata* share thereof until such time as the PID assessment is paid in full.
7. Any requested adjustments or deviations from the terms of this Policy for a PID shall be clearly requested and explained in the PID petition for that PID. Any adjustments or deviations granted are at the sole discretion of the City Council.
8. A PID must be identified as a PID with use of signage along the main entry/exits located at the boundaries of the PID. All signage shall be clearly visible to all motorists entering and exiting the PID.
9. Property owned by the City of Kyle that is located in the boundaries of the PID shall not be subject to any assessment by the PID.
10. No PIDs will be allowed to be created that overlap the boundaries of another PID.
11. Annual Service and Assessment Plan updates, as required by chapter 372 of the PID Act, shall be provided for if a PID is created in response to a petition.

PETITION REQUIREMENTS

In addition to the requirements of Texas Local Government Code §372.005(a) the petition must include the following:

1. PID petitions shall include this additional note: "With respect to community property, the City may accept the signature of a spouse as a representation of both spouses that they support the creation or renewal of the PID absent a separate property agreement. *However, if City staff is made aware of any disagreement among owners of community property, those petitions will not be counted.*"
2. Signatures for PID petitions must be gathered not more than six months preceding submittal of the PID Application.
3. PID petitions shall include this language: The City shall, upon reasonable prior written notice to the Developer and during normal business hours, have the right to audit and inspect the Developer's records, books, and all other relevant records related to

City of Kyle
Public Improvement District Policy

Reimbursable. Amounts under this Agreement. The Parties agree to maintain the appropriate confidentiality of such records, unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, State Law, municipal ordinance, or at the direction of the Office of the Texas Attorney General.

4. All PID Agreements shall include Indemnification language for construction of public improvements as follows:

Indemnification. DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO DEVELOPER'S CONSTRUCTION OF THE PUBLIC IMPROVEMENTS INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO DEVELOPER OR DEVELOPER'S CONTRACTORS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES, INCLUDING ANY SUCH ACTS OR OMISSIONS OF DEVELOPER OR DEVELOPER'S CONTRACTORS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF DEVELOPER OR DEVELOPER'S CONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF DEVELOPER OR DEVELOPER'S CONTRACTORS ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE DEVELOPER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING

3

City of Kyle
Public Improvement District Policy

DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE DEVELOPER SHALL SURVIVE THE TERMINATION AND / OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND / OR THEIR OFFICERS, EMPLOYEES AND ELECTED OFFICIALS PERMITTED BY LAW.

For a district to be established, a petition shall include the following:

1. Evidence that the petition's signatures meet the state law requirements or the petition must be accompanied by a reasonable fee to cover the City's costs of signature verification. If the proposed district is an expansion of an existing district, a petition for the new portion of the district must identify each subdivision, or portion thereof, within the proposed boundaries of the new district, and each subdivision or portion thereof that is not currently in an existing PID shall individually satisfy the requirements for a petition under Section 372.005 of the Texas Local Government Code. Subdivision has the meaning assigned by Section 232.021 of the Texas Local Government Code.
2. Map of the area, a legal description of the boundaries of the district for the legal notices and a "commonly known" description of the area to be included in the district.
3. Statement that the petitioners understand that the annual Service and Assessment Plan for the district is subject to review by City staff with final approval by the City Council.
4. Unless otherwise approved by City Council in acceptance of the PID Petition as provided in Item 7 under General above, upon approval of the PID, the boundaries of the PID will be immediately annexed into the City of Kyle.

In addition, the following issues must be addressed before the City Council will take action on a petition.

1. A non-refundable application fee of \$15,000.00 will be required with the filing of a petition to create a PID. This fee is regulatory in character and approximates the costs of evaluating the PID petition. Any other related upfront City-required cost, limited to actual costs as are documented by the City, is the responsibility of the Developer.
2. A petition must include a current tax roll with notations indicating the owners registering support for the petition.
3. A copy of the Preliminary PID Finance Plan shall be submitted with the petition. This Finance Plan shall include at minimum:
 - a. Targeted gross bond amount;
 - b. Estimated *ad valorem* revenue generated;
 - c. Annual assessment per unit;
 - d. Estimated number of bond issuances;
 - e. Proposed maturity dates for PID Bonds; and

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Public Improvement District Policy

- f. Any other such supporting information related to the success of the PID.

PID ADMINISTRATION

1. The City may contract with a qualified third party company to manage and administer the PID, subject to appropriate oversight by City staff.
2. Any management firm for a PID shall be required to submit quarterly reports of all activities and expenditures to the City until the project is 80% build out.
3. The City may request an independent audit at any time.

PROJECT CRITERIA

In agreeing to form a PID for which debt will be issued to fund the costs of constructing qualified public improvements, the City will require the following:

1. The property owner must demonstrate to the City that it has the expertise to complete the new development that the PID will support.
2. The property owner must provide the City with its sources of funding the public improvements not being funded by the PID unless such improvements have already been constructed by the property owner prior to the PID funding.
3. The proposed development must be consistent with the entitlements on the property. All required zoning must be in place for the development of the portion or phase of the Property to be assessed by the PID Bond issue prior to the issuance of any PID bonds for that portion of the property.
4. The property owner must provide evidence to the City that the utility service provider has or will have sufficient capacity to provide all necessary utility services for the development of the portion or phase of the Property to be assessed by the PID Bond issue prior to the issuance of any PID bonds for that portion of the property.
5. All reasonable estimated costs must be identified before a decision is reached on a request to issue bonds for a PID. Costs to be identified include costs related to establishing the district, costs for construction and/or the acquisition of improvements, the maintenance and operation of improvements (if any) and PID administrative costs.
6. If the City elects to hire a qualified third party PID administrator to administer the PID, the costs for such administration shall be paid for with PID funds.
7. The PID Financing Agreement (or other applicable PID documentation) shall contain a section which clearly identifies the benefit of the PID to the affected property owners and to the City as a whole (i.e., public purpose) and also evidence of insurance.
8. The Service and Assessment Plan shall describe, if applicable, all City-owned land within the district.

BOND SIZE LIMITATIONS

The following limitations and performance standards shall apply to a PID debt issue approved by the City:

City of Kyle
Public Improvement District Policy

1. Minimum appraised value to lien ratio at date of each bond issue: 3:1
2. Minimum annual permitted increase for the debt service component of the annual assessment installment: 0%
3. Maximum maturity for each series of bonds (to extent allowed by law): 30 years

The aggregate principal amount of bonds required to be issued shall not exceed an amount sufficient to fund: (i) the actual costs of the qualified public improvements; (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than three (3) years from the date of the initial delivery of the bonds; and (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of future bond issuances.

FINANCING CRITERIA

1. The PID may seek bond issues in advance of construction of an individual phase of a project subject to compliance with these standards.
2. No City backing or moral obligations will be utilized to fund or support the PID bonds.
3. All proposed subsequent PID bond issues for a project, if any, will be subject to approval by the City Council.
4. Special assessments on any given portion of the property may be adjusted in connection with subsequent bond issues as long as an agreed-upon maximum annual assessment rate is not exceeded for a project or phase, and the special assessments are determined in accordance with the Service and Assessment Plan and the PID Act. Special assessments on any portion of the property will bear a direct proportionate relationship to the special benefit of the public improvements to that improvement area. In no case will assessments be increased for any parcel unless the property owner of the parcel consents to the increased assessment.
5. The City shall not be obligated, but may choose to do so at its sole discretion, to provide funds for construction of any improvement except from the proceeds of the PID bonds and PID assessments.
6. Each PID Bond Indenture will contain language precluding the City from making any debt service payments for the PID bonds other than from available special assessment revenues.
7. A PID will be responsible for payment of all the City's reasonable and customary costs and expenses including the cost of any appraisal.
8. Any PID bond issued will include a Reserve Fund in an amount equal to the lesser of: (i) the maximum annual debt service on the bonds; (ii) 10 percent of the Bond Par Amount; or (iii) 125 percent of the average annual debt service and that such Reserve Fund will be funded from bond proceeds at the time bonds are issued.
9. All public infrastructure within the PID that is to be reimbursed must include a minimum of three (3) bidders approved by the City and the Developer.

City of Kyle
Public Improvement District Policy

10. All Developers and significant landowners will provide any required continuing disclosure obligations associated with the issuance of PID bonds as required under the Indenture or any other regulatory agreement or regulatory agency.
11. All construction of improvements is subject to City review and provision shall be made for dedication to City or to another appropriate entity.

MISCELLANEOUS

1. **Severability:** If any section, subsection, sentence, clause, phrase, or word of this policy is declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
2. **No Personal Liability of Public Officials.** No public official or employee shall be personally responsible for any liability arising under or growing out of any approved PID. Any obligation or liability of the Developer whatsoever that may arise at any time under the approved PID or any obligation or liability which may be incurred by the Developer pursuant to any other instrument transaction or undertaking as a result of the PID shall be satisfied out of the assets of the Developer only and the City shall have no liability.

EXHIBIT "G-1"
ADDITIONAL PID REQUIREMENTS APPROVED BY OWNER

GENERAL

1. Priority will be given to PID improvements:
 - (a) Improvements or services that advance City's adopted Master Plan; and
 - (b) Projects that increase or enhance City's multimodal transportation and roadway plans.
2. All purchasers of property within a PID that elect to set up an escrow account to pay for mortgage payments, property taxes, insurance and/or other related expenses; shall be required to include the payment of any PID annual installments in the amounts collected via such escrow account.
3. Developer contracts with builders will require that builders who use the Multiple Listing Service (or other comparable mass distribution service of available properties for sale) include within such listing the presence of the PID and the estimated annual installments due.
4. In the case of any conflict between **Exhibit "G"** and **Exhibit "G-1"**, **Exhibit "G-1"** controls.

PETITION REQUIREMENTS

1. In accordance with Texas Local Government Code §372.005(a) the petition must include the following:
 - (a) the general nature of the proposed improvements;
 - (b) the estimated cost of the improvements;
 - (c) the boundaries of the proposed assessment district;
 - (d) the proposed method of assessment, which may specify included or excluded classes of assessable property;
 - (e) the proposed apportionment of costs between the public improvement district and the municipality or county as a whole;
 - (f) whether the district will be managed by the municipality or county, by the private sector, or by a partnership of the two;
 - (g) that the persons signing the petition request or concur with the establishment of the district; and
 - (h) that an advisory body may be established to develop and recommend an improvement plan to the governing body of the municipality or county.

BOND SIZE LIMITATIONS

1. Minimum overall appraisal by an independent 3rd party appraiser, provides for a value to lien ratio at date of each bond issue of 3:1.
2. Maximum annual permitted increase in annual assessment installment: 2%

FINANCING CRITERIA

1. The PID may seek bond issues in advance of construction of an individual Phase of a Project subject to compliance with these standards. All such PID bond issue will be subject to approval of the City Council.
2. The City shall not be obligated to provide any funds for any improvement except from the proceeds of the PID Bonds and PID assessments.
3. Improvements funded with PID proceeds will be exempt from any public bidding or other purchasing and procurement policies per Texas Local Government Code Section 252.022(a) (9) which states that a project is exempt from such requirements if "paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements."
4. Pursuant to the PID Act, the interest rate for assessments may exceed the interest rate of the bonds by no more than one half of one percent (0.50%). The City may allocate up to 0.50% of the interest rate component to fund a delinquency reserve, prepayment reserve, or for any other use that provides a direct benefit to the PID.
5. Developer will demonstrate committed capital (by proof of bank financing) to the City, on the closing date of PID Bonds issued in advance of construction of the first phase of Public Improvements for the Project, in an amount confirmed by an engineer's estimate of probable cost, which represents the difference between the budgeted cost to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID bonds.
6. Improvements to be funded by the PID are limited to those defined as Authorized Improvements under Texas Local Government Code Section 372.003(b):
 - (a) Landscaping and irrigation in public rights of way;
 - (b) Erection of fountains, distinctive lighting, backlit street signs and way finding signs;
 - (c) Acquiring, constructing, improving, widening, narrowing, closing or rerouting sidewalks, streets or any other roadway or their rights-of-way;
 - (d) Construction or improvement of pedestrian malls;
 - (e) Acquisition and installation of pieces of public art;

- (f) Acquisition, construction or improvement of libraries;
- (g) Acquisition, construction or improvement of public off-street parking facilities;
- (h) Acquisition, construction, improvement or rerouting of mass transportation facilities;
- (i) Acquisition, construction or improvement of water, wastewater or drainage improvements;
- (j) The establishment or improvement of parks;
- (k) Acquisition, by purchase or otherwise, of real property in connection with an authorized improvement:
- (l) Acquisition, by purchase or otherwise, of real property that shall be designated as conservation habitat, protected with a conservation easement, or used in furtherance of the protection of endangered species, or aquifer recharge features;
- (m) Special supplemental services for improvement and promotion of the district, including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and culture enhancement;
- (n) Payment of expenses incurred in the establishment, administration, and operation of the district, including expenses related to the operation and maintenance of mass transportation facilities; and
- (o) The development, rehabilitation, or expansion of affordable housing.

EXHIBIT "H"
PID AGREEMENT TERM SHEET

The following limitations and performance standards will apply to the Blanco River Ranch Public Improvement District (the "***PID***") agreed to by Blanco River Ranch Properties LP or its affiliates and assignees ("***Owner***"), and the City of Kyle, Texas (the "***City***") in connection with the development of the 858.7 acre portion of the 2,166 acre Blanco River Ranch master planned community (the "***Project***"):

FINANCING CRITERIA – PUBLIC IMPROVEMENT DISTRICT

1. Maximum Authorized Improvements (including hard costs, soft costs, contingency, and a construction management fee) for the PID: \$225,000,000. Maximum Project Improvements (including hard costs, soft costs, contingency, and a construction management fee) for Improvement Areas 1A, 1B and 1C (i.e., the Project): \$100,000,000.
2. Minimum appraised value to lien ratio for each PID Bond issued: 3:1
3. Maximum total equivalent tax rate including PID annual installment: \$3.10/\$100 Assessed Value
4. Maximum years of capitalized interest : 2
5. Maturity of PID Bonds (to extent allowed by law): 25 yrs.
6. It is agreed that the improvements to be funded by the PID are limited to those defined as Authorized Improvements under Texas Local Government Code Section 372.003.
7. The aggregate principal amount of PID Bonds required to be issued shall not exceed an amount sufficient to fund: (i) the actual costs of the qualified Authorized Improvements (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 2 years from the date of the initial delivery of the bonds and (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of actual bond issuance.

MISCELLANEOUS

1. **Owner may request the issuance of PID Bonds in advance of construction of Public Improvements for the Project subject to compliance with these standards. No PID Bonds will be issued without the approval by the City of a Service and Assessment Plan for the Project.**

2. **No General Obligation or Certificate of Obligation bonds will be utilized by the City to fund the PID's Authorized Improvements.**
3. Special assessments on any given portion of the Project may be adjusted in connection with subsequent PID Bond issues as long as the maximum annual assessment rate is not exceeded, and the special assessments are determined in accordance with the Service and Assessment Plan. Special assessments on any portion of the Project will bear a direct proportionate relationship to, and will not exceed, the special benefit of the Authorized Improvements to that improvement area.
4. The City shall not be obligated to provide funds for any Authorized Improvement except from the proceeds of the PID Bonds.
5. The PID Bonds' Trust Indenture will contain language precluding the City from making any debt service payments for the PID Bonds other than from available special assessment revenues.
6. The PID will be responsible for payment of all of the City's reasonable and customary costs and expenses associated with the financing and administrative activities of the PID.
7. It is agreed that the PID will be exempt from any public bidding or other purchasing and procurement policies per Texas Local Government Code Section 252.022(a) (9) which states that a project is exempt from such policies for "paving drainage, street widening, and other Authorized Improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements."
8. No additional security or surety will be provided by the Owner, or its assignees, for the construction of the Authorized Improvements beyond typical performance bond or other similar surety agreements.
9. It is agreed that all principal landowners will provide any required continuing disclosure obligations associated with the issuance of PID Bonds as required under the Trust Indenture or any other regulatory agreement or regulatory agency.
10. This term sheet shall remain in place and in force until such time and date that a Final Financing Agreement is executed by both the City and the Owner.
11. In the case of any conflict between **Exhibit "G"** and **Exhibit "H"**, **Exhibit "H"** controls.

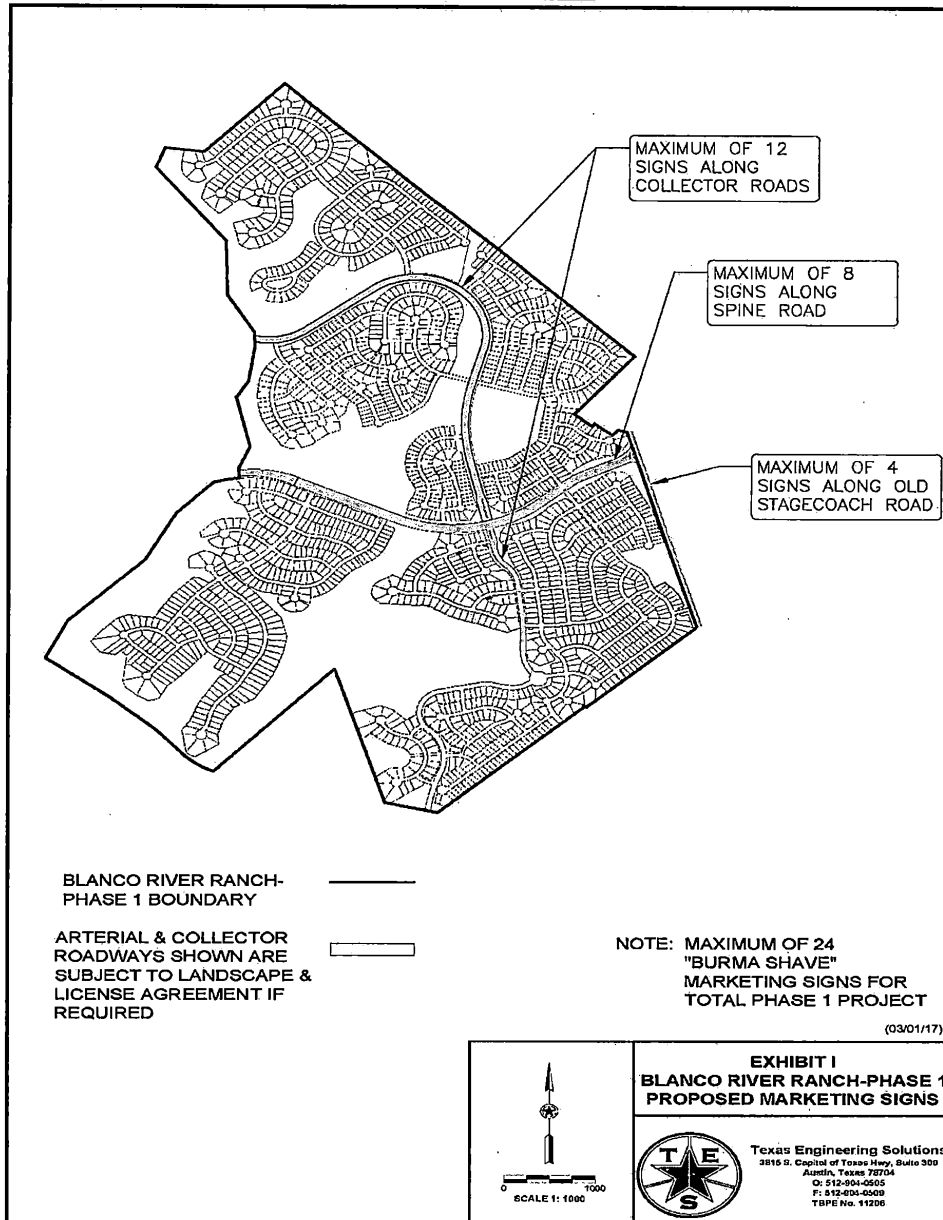
ADDITIONAL CRITERIA FOR PROPERTY

1. Owner agrees that an amount not to exceed 10 percent of the net PID Bond proceeds otherwise payable for actual costs of Authorized Improvements under this Agreement, exclusive of cost of issuance, interest, and contingency (the "City PID Payment"), will be retained by the City out of each PID Bond issuance to fund the City's actual expenditures or reimbursements to third parties for the cost of construction and/or acquisition of the following Authorized Improvements that benefit the Property: offsite water storage facilities, off-site booster pump facilities, and other off-site water system improvements serving the Property; off-site wastewater system improvements serving the Property; realignment and improvement of (including roundabout for) Old Stagecoach Road; realignment and improvement of FM 150; and trails and parks serving the Property (the "City PID Improvements"). Any costs incurred or advanced by Owner for the City PID Improvements will be credited against and reduce the amount of the City PID Payment at the time of each PID Bond issuance. If any City PID Improvements will serve property in addition to the Property, only a prorata share of the costs of such improvements will be eligible to be funded through the City PID Payment and such prorata share will be calculated based on the ratio of the total LUES within the Property to be served by the facility in question to the total LUEs to be served by the facility or, for roadway improvements, based on the estimated impact to the roadway as determined by a trip generation or traffic impact analysis. At such time as the cost of all City PID Improvements, or the eligible portions thereof, have been funded through PID Bonds, no further City PID Payment will be retained by the City.
2. The City and the Owner agree that the cost estimates for and timetable for construction and funding of the specific improvement projects that will be classified as the City PID Improvements will be agreed upon prior to approval of the service and assessment plan for the Project and that the total City PID Payment will not exceed 10% of the amount of the PID Bonds issued for hard and soft costs of Authorized Improvements (net of interest, costs of issuance and contingency). Any sums advanced or paid by Owner for costs associated with the City PID Improvements prior to the issuance of PID Bonds not previously reimbursed to Owner will be credited against and reduce the amount of the City PID Payment at the time of each issuance of PID Bonds.
3. The City agrees to defer annexation of each phase of the Residential Component of the Project until all PID bonds that are to be repaid through assessments against that phase have been issued and repaid in full, there are no further PID assessments applicable to or payable through assessments against that phase, and the City has discharged all of its PID obligations for that phase.
4. The amount of PID bonds issued that will be secured by assessments against the Property will not exceed \$100,000,000 (the "Project PID Bonds"). The proceeds of the Project PID Bonds, net of costs of issuance (the "Net Proceeds"), will be

receive up to 90% of the Net Proceeds and the City will be eligible to receive up to 10 of the Net Proceeds. Only Public Improvements that benefit the Project will be eligible for funding out of the Project PID Bonds.

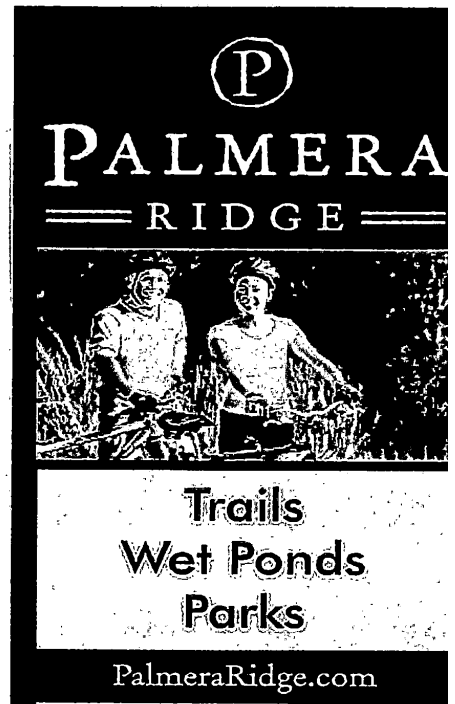
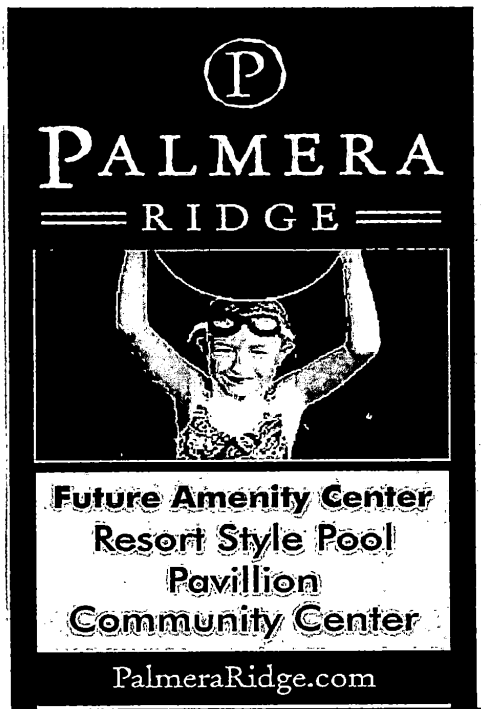
5. The City agrees to enter into an acquisition and reimbursement agreement providing that (i) Owner will be eligible for reimbursement of soft costs for Public Improvements that serve the first phase of the Project upon the City's approvals of the design plans for the water and wastewater facilities that serve that phase for operation and maintenance, which approval will not be unreasonably withheld or delayed; and (ii) Owner will be eligible for reimbursement of hard costs for Public Improvements that serve the first phase of the Project upon the City's acceptance of the water and wastewater facilities that serve that phase for operation and maintenance, which acceptance will not be unreasonably withheld or delayed. After reimbursement for the first phase of the Project Improvements, Owner will be eligible for subsequent reimbursement payments as additional Project Improvements design plans and construction are completed by Owner and approved or accepted by the City. The City agrees to proceed with the issuance of Project PID Bonds on a schedule and in a manner that allows Owner to receive reimbursement in a timely manner following completion of the first phase of the Project Improvements as additional phases are completed thereafter.
6. The City agrees to enter into a financing agreement providing that within 30 days of the City's receipt of the proceeds of the sale of Project PID Bonds, the City will reimburse the Owner for the costs of Public Improvements advanced by Owner and eligible for payment out of the Net Proceeds. Eligible costs will include design, engineering, construction management, and professional services; road, utility, streetscape, park and other public improvements; land acquisition; and any other costs that may be financed under Chapter 372, Local Government Code.
7. Owner agrees to submit documentation of the hard and soft costs incurred by Owner for which reimbursement is requested as a condition to such reimbursement.
8. In the case of any termination of the Development Agreement and/or dissolution of the District, the obligation of the City to pay or reimburse the costs of Public Improvements expended by the Owner prior to such termination or dissolution, and remaining unpaid, shall survive such termination or dissolution.

EXHIBIT "I"
PERMITTED LOCATIONS FOR SIGNAGE AND LANDSCAPE IMPROVEMENTS



Instrument # 17018505 Number: 70 of 77 Filed and Recorded: 5/31/2017 4:40 PM
Liz Q. Gonzalez, Hays County Clerk, Texas Rec \$330.00 Deputy Clerk: KBOGGUS

Samples of Similar "Burma Shave" Marketing Signs For Blanco
River Ranch – Phase 1



- Maximum Height of Sign – 8 FT
- Maximum Size of Sign – 32 SF
- Signs To Be Constructed Of Metal Or Wood

A large black sign with white text. At the top is a circled 'P' logo. Below it, the word 'PALMERA' is written in a large serif font, with 'RIDGE' in a smaller serif font below it, separated by two horizontal lines. In the middle, there is the AT&T logo and the text 'Connected Communities'. At the bottom, it says 'AT&T U-Verse' followed by 'TV, High Speed Internet, Home Phone or Wireless', 'ATt.com/uverseconnect', the phone number '866-636-6686', and the website 'PalmeraRidge.com'.

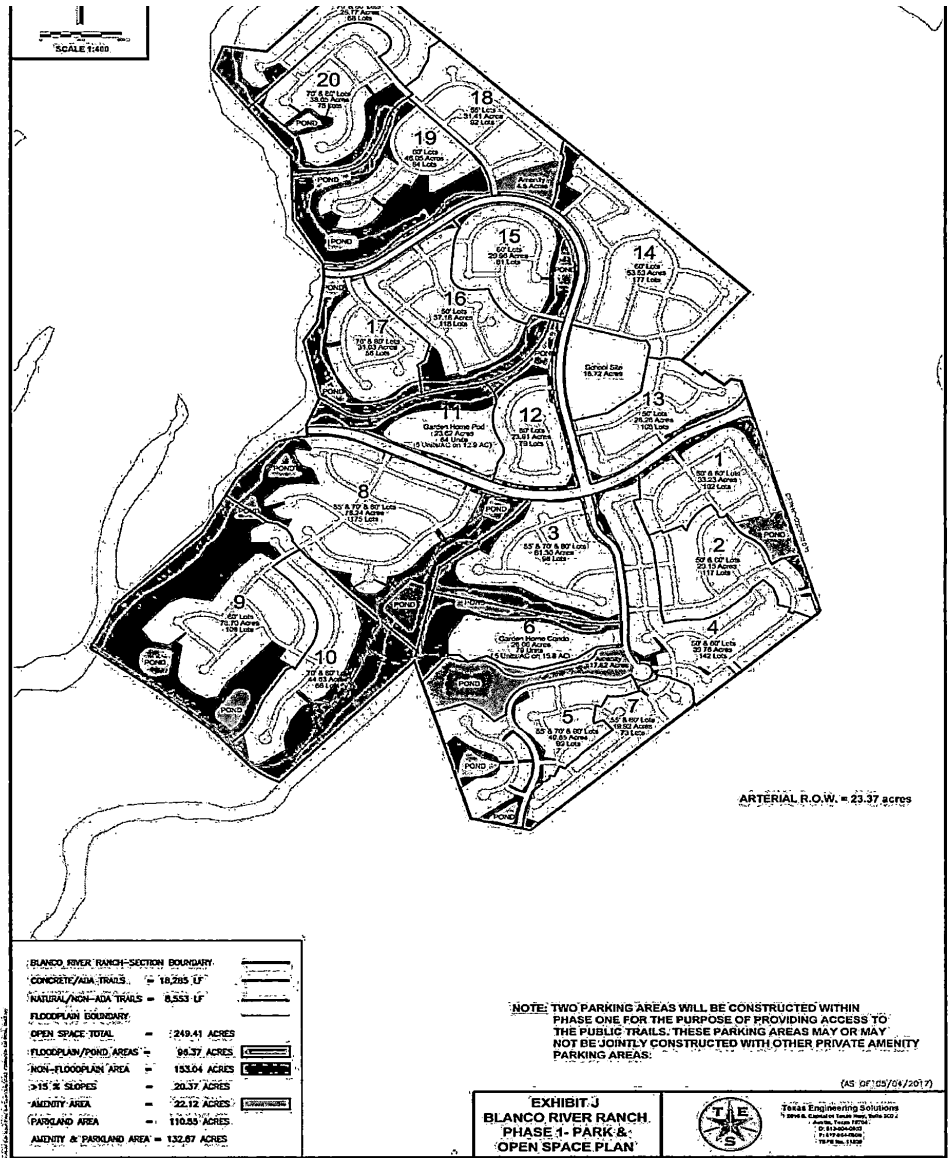
A wooden signpost with a white top section containing the 'HIGHLANDS AT MAYFIELD RANCH' logo. Below this, there are four dark sections, each with the word 'Homes' and a white arrow pointing to the right.

A wooden signpost with a white top section containing the 'HIGHLANDS AT MAYFIELD RANCH' logo. Below this, there are four dark sections with the following text: 'Amenities', 'Community Center', 'Resort Style Pool', and 'Pool Toys', and a final dark section with 'Pavilion'.

A wooden signpost with a white top section containing the 'HIGHLANDS AT MAYFIELD RANCH' logo. Below this, there are four dark sections with the following text: 'Utilities', 'Natural Gas Provided by Atmos Energy', 'Pedernales Electric Co.', and 'City of Georgetown Water', and a final dark section with 'AT&T U-Verse'.

Exhibit "I" - Page 3 of 3

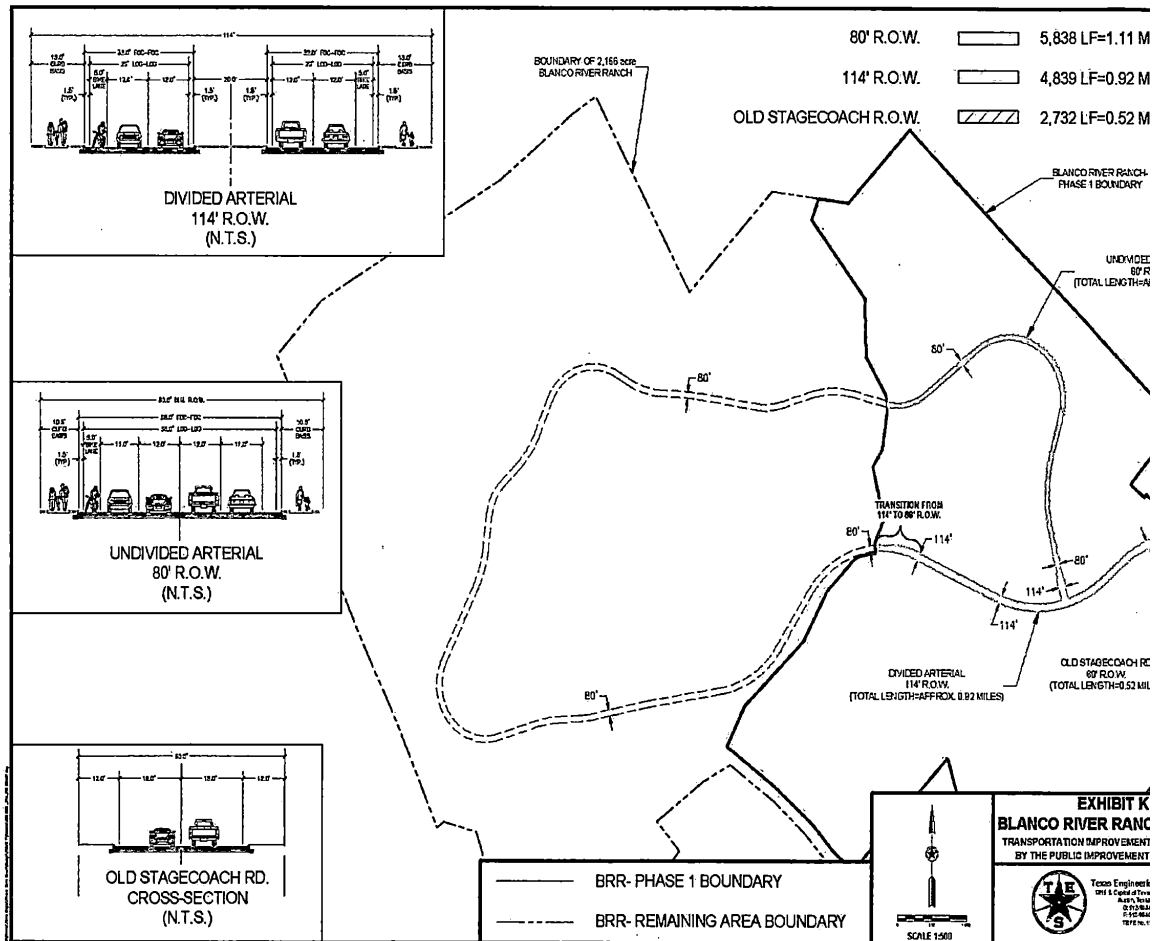
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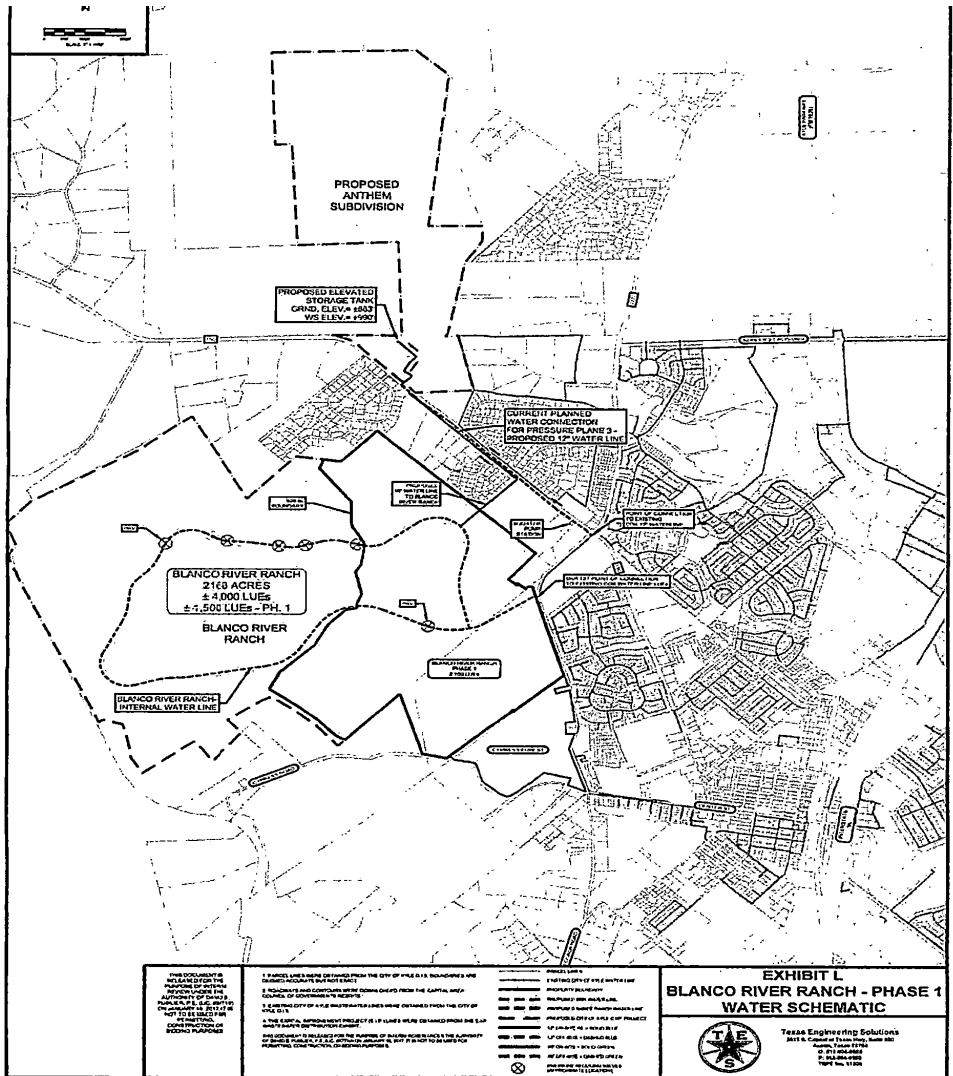


Instrument # 17018505 Number: 73 of 77 Filed and Recorded: 5/31/2017 4:40 PM
 Liz Q. Gonzalez, Hays County Clerk, Texas Rec \$330.00 Deputy Clerk: KBOGGUS

{W0724190.7}
 4.25.17

Exhibit "K" - Page 1 of 1





THIS DOCUMENT IS PREPARED FOR THE CITY OF FORT WORTH, TEXAS, AND IS NOT TO BE USED FOR ANY OTHER PURPOSES.

THE CITY OF FORT WORTH, TEXAS, IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE FACILITIES SHOWN ON THIS SCHEMATIC.

THE CITY OF FORT WORTH, TEXAS, IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE FACILITIES SHOWN ON THIS SCHEMATIC.

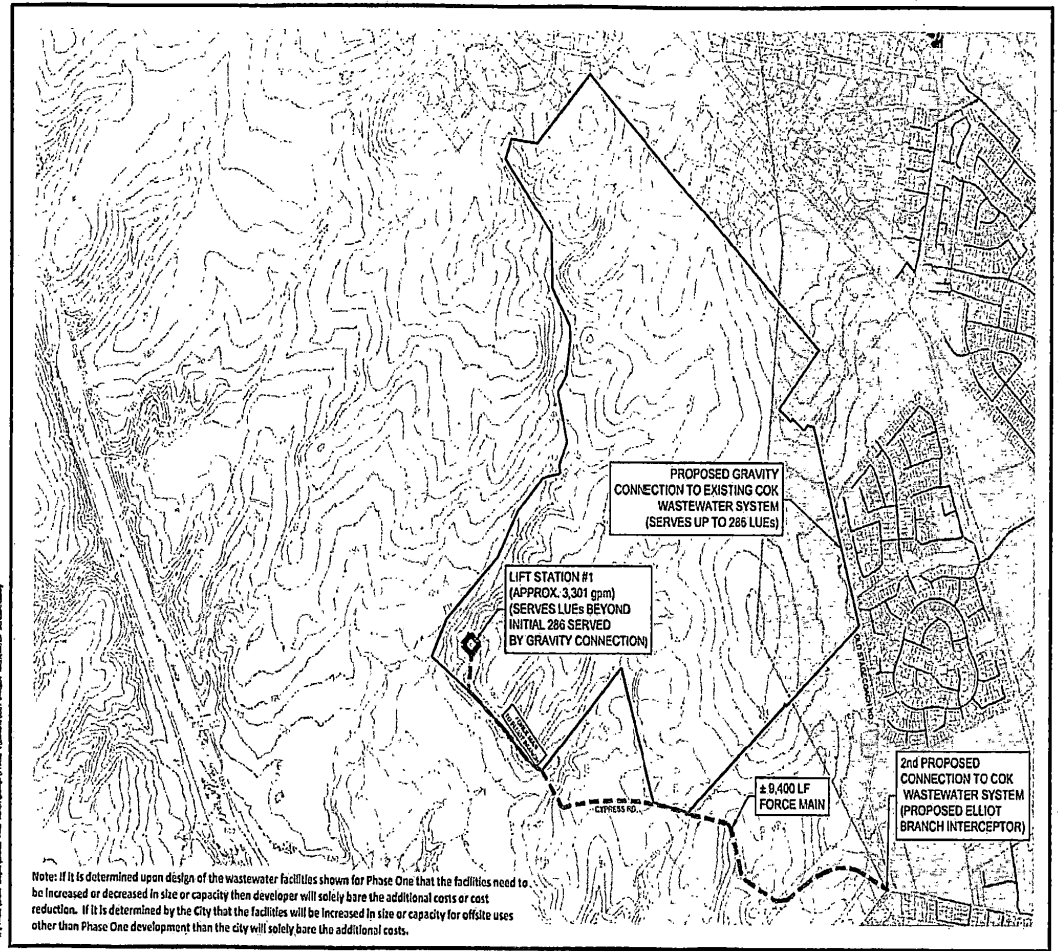
THE CITY OF FORT WORTH, TEXAS, IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE FACILITIES SHOWN ON THIS SCHEMATIC.

EXHIBIT L
BLANCO RIVER RANCH - PHASE 1
WATER SCHEMATIC


Texas Engineering Solutions
 2014 E. Camp Street, Suite 200
 Fort Worth, TX 76102
 P: 817.336.4400
 F: 817.336.4400
 TFS-001-1000

Note: If it is determined upon design of the water facilities shown for Phase One that the facilities need to be increased or decreased in size or capacity the developer will solely bear the additional costs or cost reduction. If it is determined by the City that the facilities will be increased in size or capacity for offsite uses other than Phase One development then the city will solely bear the additional costs.

EXHIBIT "M"
WASTEWATER FACILITIES PLAN



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1. Fencing will be 8' tall commercial grade chain link fence.
2. Fencing will be installed 5 feet inside property line for maintenance outside the fenced area.
3. A 12"x12" sign identifying the name of the facility, operator, and contact phone number will be placed on entrance gates.
4. Lift Stations will include pumps and controls with soft starts or VFDs from manufacturers acceptable to the City Engineer or the Director of Public Works.
5. A safety grate will be included on Lift Station wet well access doors.
6. A shade cover with lighting will be installed over outdoor Lift Station controls.
7. The Lift Station will be connected to the City's SCADA system for remote monitoring of Lift Station wet well levels.
8. The Lift Stations will be designed with a peak factor calculated based on the population served.
9. Water service provided at each Lift Station by City at no cost to developer.
10. Site lighting to be LED per City of Kyle ordinances.
11. Access driveway will be gravel/road base material, minimum 8 inches in depth.



TRANSMITTAL COVER LETTER

TO: Mr. Scott Sellers **Via Courier**
City of Kyle
City Manager

FROM: Amy Lynn Payne
Blake Magee Company

DATE: May 15, 2017

SUBJECT: Blanco River Ranch Development Agreement (DA)

ENCLOSED: Two originals with incorporated revisions as detailed below.
PLEASE FIND

Scott, please find the final DA ready for execution by the Mayor. As we discussed the following scrivener's errors have been corrected:

- The blank under Section 5.05 was filled in to say, "an appropriately sized gravity interceptor";
- Exhibit C- Concept Plan was updated to correct the text errors on the face of the drawing that conflicted with the table in Exhibit C;
- Exhibit D – Item 9 referenced Exhibit C. That was corrected to reference Exhibit J;
- Exhibit H- PID Agreement Term Sheet- The blank on page 3 of 4, Item 1 was filled in to say, "the estimated impact to the roadway as determined by a trip generation or traffic impact analysis";
- Exhibit J- Park and Open Space Plan was corrected to match the park plan that was approved on the 1/23/17 Parks Meeting.

For your information

In accordance with your request

Please sign the attached documents

Please contact me

1011 North Lamar Blvd.
Austin, Texas 78703
☎ 512.481.0303 📠 512.481.0333
www.blakemageeco.com

GF # 0102-11157-6P
Stewart Title

**ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS
UNDER BLANCO RIVER RANCH (Phase One Residential Area)
DE-ANNEXATION AND DEVELOPMENT AGREEMENT**

This Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (this "Assignment") is by and between Blanco River Ranch Properties, LP, a Texas limited partnership ("Assignor"), and HMBRR Development, Inc., a Texas corporation ("HMBRR Inc."), HMBRR, LP, a Texas limited partnership ("LP #1"), and HMBRR LP #2, a Texas limited partnership ("LP #2") (individually, an "Assignee" and, collectively, the "Assignees"), as of the 20th day of September, 2017 (the "Effective Date") and is as follows.

RECITALS

WHEREAS, the City of Kyle (the "City") and Assignor previously entered into the Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective as of May 16, 2017 and recorded as Document No. 17018505, Official Public Records of Hays County, Texas (the "Development Agreement") with respect to the 858.7 acres in Hays County, Texas, more fully described in the Development Agreement (the "Property"); and

WHEREAS, Section 12.05 of the Development Agreement provides that, without the consent of City, Assignor may assign its rights and obligations under the Development Agreement to Hanna/Magee LP #1, a Texas limited partnership ("Hanna/Magee"), or to an entity controlling, controlled by or under common control with Hanna/Magee; and

WHEREAS, on the date of this Assignment, Assignor has sold and conveyed the Property to the Assignees, each of which is an entity under common control with Hanna/Magee;

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

A. Assignor hereby assigns all of its rights and obligations under the Development Agreement to the Assignees as follows:

(1) to HMBRR Inc: all of Assignor's rights and obligations under the Development Agreement relating to the 61.49 acre tract or portion of the Property more fully described on the attached **Exhibit A**, which tract or portion of the Property has, concurrently with this Assignment, been conveyed to HMBRR, Inc. ("Tract 1");

(2) to LP #1: all of Assignor's rights and obligations under the Development Agreement relating to the 188.51 acre tract or portion of the Property more fully described on the attached **Exhibit B**, which tract or portion of the Property has, concurrently with this Assignment, been conveyed to LP #1 ("Tract 2"); and

(3) to LP #2: all of Assignor's rights and obligations under the Development Agreement relating to the 608.7 acre tract or portion of the Property more fully described on the attached **Exhibit C**, which tract or portion of the Property has, concurrently with this Assignment, been conveyed to LP #2 ("Tract 3").

Assignor's rights and obligations under the Development Agreement with respect to Tract 2, and LP #2 hereby accepts the assignment of all of Assignor's rights and obligations under the Development Agreement with respect to Tract 3.

C. Hanna/Magee is executing this Assignment for the sole purpose of confirming that the Assignees are entities under common control with Hanna/Magee.

D. Each Assignee agrees to indemnify, hold harmless and defend Assignor from and against any and all loss, cost, expense and liability (including, without limitation, court costs and reasonable attorneys' fees) arising under the Development Agreement because a specific Assignee fails to perform its obligations under the Development Agreement as to the specific tract as to which such Assignee assumes the rights and obligations under the Development Agreement, on or after the Effective Date. Assignor agrees to indemnify, defend and hold harmless Assignee from and against any and all loss, cost, expense or liability (including, without limitation, costs of court and reasonable attorneys' fees) arising under the Development Agreement because of Assignor's failure to perform its obligations under the Development Agreement as to any of the Property prior to the Effective Date.

E. To facilitate execution, this instrument may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a copy of a signature transmitted by facsimile or e-mail (e.g., .pdf or Adobe) will be deemed to be an original signature for all purposes. It is not necessary to confirm the copy transmitted by facsimile or e-mail (e.g., .pdf or Adobe) by delivery of the original. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

This Assignment shall be effective from and after the Effective Date.

(The remainder of this page has been left blank intentionally, and the signature pages follow)

Assignor:

BLANCO RIVER RANCH PROPERTIES, LP, a
Texas limited partnership

By: Blanco River Ranch Properties GP, LLC, a
Texas limited liability company, its General
Partner

Date: September __, 2017

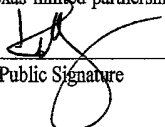
By: 
Gregg Reyes, Manager

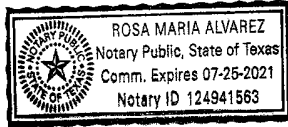
STATE OF TEXAS §

COUNTY OF ~~TRAVIS~~ §
Harris

This instrument was acknowledged before me on the ^{19th} day of September, 2017 by Greg Reyes,
Manager of Blanco River Ranch Properties, GP, LLC, a Texas limited liability company, General Partner
of BLANCO RIVER RANCH PROPERTIES, LP, a Texas limited partnership on behalf of said limited
partnership and limited liability company.

(SEAL)

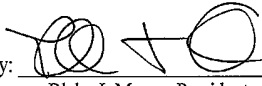

Notary Public Signature



HMBRR, Inc.:

HMBRR DEVELOPMENT, INC., a Texas corporation

Date: September 20 2017

By: 
Blake J. Magee, President

LP #1:

HMBRR, LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,
General Partner

Date: September 20 2017

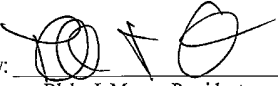
By: 
Blake J. Magee, President

LP #2:

HMBRR LP #2, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,
General Partner

Date: September 20 2017

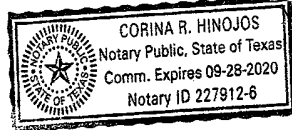
By: 
Blake J. Magee, President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20 day of September, 2017 by Blake J. Magee, as President of **HMBRR Development, Inc.**, a Texas corporation, and President of Hanna/Magee GP #1, Inc., a Texas corporation that is General Partner of **HMBRR, LP**, a Texas limited partnership and of **HMBRR LP #2**, a Texas limited partnership, on behalf of said corporations and limited partnerships.

(SEAL)





Notary Public Signature

Instrument # 17034183 Number: 5 of 15 Filed and Recorded: 9/27/2017 8:49 AM
Liz Q. Gonzalez, Hays County Clerk, Texas Rec \$82.00 Deputy Clerk: MCASTRO

Hanna/Magee has executed this Assignment for the sole purpose of confirming the representation contained in Paragraph C.

HANNA/MAGEE L.P. #1, a Texas limited partnership

By: Hanna/Magee GP#1, Inc., a Texas corporation,
its general partner

By: 
Blake Magee, President

Date: 9/20/17

EXHIBIT A

Blanco River Ranch
Phase 1, Sec. 1 & 2
61.49 Acres

PROPERTY DESCRIPTION

BEING 61.49 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS ¼ LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY, TEXAS AND BEING A PORTION OF CALLED TRACT I, A 1,971.29 ACRE TRACT AND A PORTION OF CALLED TRACT II, A 195.14 ACRE TRACT BOTH DESCRIBED IN A DEED FROM THE STATE OF TEXAS TO BLANCO RIVER RANCH PROPERTIES, LP AND RECORDED IN VOLUME 5230, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 61.49 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

BEGINNING at a ½-inch iron rod with cap stamped "AST" found on the existing westerly right of way line of N. Old Stagecoach Road, a varying width right of way and being the most easterly southeast corner of said 194.14 acre tract;

THENCE, with said right of way line and the southerly line of said 194.14 acre tract, S36°01'23"W, 42.36 feet to a fence post with mag nail on top at the most northerly corner of a called 132.59 acre tract of record in Volume 5224, Page246 of the Hays County Official Public Records;

THENCE, continuing with the southerly line of said 194.14 acre tract, same being the northerly line of said 132.59 acre tract, S48°36'08"W, 73.67 feet to a calculated point;

THENCE, leaving said southerly and northerly lines and crossing said 195.14 acre tract the following courses and distances:

1. N67°12'55"W, 188.65 feet to a calculated point;
2. S22°18'46"W, 23.72 feet to a calculated point;
3. N66°02'26"W, 50.00 feet to a calculated point;
4. N19°52'00"E, 44.28 feet to a calculated point;
5. N74°45'05"W, 130.00 feet to a calculated point;
6. N05°46'09"E, 47.76 feet to a calculated point;
7. N17°32'07"W, 150.99 feet to a calculated point;
8. N46°07'21"W, 135.75 feet to a calculated point;
9. S48°42'02"W, 127.94 feet to a calculated point;
10. S48°42'48"W, 50.00 feet to a calculated point;
11. S41°17'50"E, 20.01 feet to a calculated point;
12. S48°42'02"W, 210.00 feet to a calculated point;
13. S50°31'38"W, 118.22 feet to a calculated point;
14. S59°32'34"W, 120.82 feet to a calculated point;
15. S69°25'04"W, 121.89 feet to a calculated point;

16. S87°25'28"W, 204.45 feet to a calculated point;
17. S78°50'23"W, 60.14 feet to a calculated point;
18. N07°10'58"W, 133.60 feet to a calculated point;
19. S79°57'58"W, 68.89 feet to the beginning of a curve to the right;
20. with the arc of said curve to the right, 43.31 feet, having a radius of 325.00 feet, a central angle of 07°38'10" and a chord bearing and distance of S83°47'03"W, 43.28 feet to a calculated point;
21. S87°36'08"W, 28.25 feet to a calculated point;
22. N02°23'52"W, 50.00 feet to a calculated point;
23. N87°36'08"E, 3.07 feet to a calculated point;
24. N04°18'13"W, 199.92 feet to a calculated point;
25. N07°08'17"W, 430.00 feet to a calculated point;
26. N13°27'20"W, 126.59 feet to a calculated point;
27. N22°04'53"W, 127.34 feet to a calculated point;
28. N19°59'52"W, 288.35 feet to a calculated point;
29. N87°39'19"E, passing at 126.53 feet the northerly line of said 195.14 acre tract and continuing across said 1971.29 acre tract for a total distance of 162.44 feet to a calculated point at the beginning of a non-tangent curve to the right;
30. Continuing across said 1971.29 acre tract with said curve to the right, 54.96 feet, having a radius of 400.00 feet, a central angle of 07°52'22" and a chord bearing and distance of N01°35'30"E, 54.92 feet to a calculated point at the beginning of a reverse curve;
31. with the arc of said reverse curve to the left, 22.11 feet, having a radius of 15.00 feet, a central angle of 84°28'08" and a chord bearing and distance of N36°42'23"W, 20.16 feet to a calculated point;
32. N78°56'27"W, 9.25 feet a calculated point at the beginning of a curve to the left;
33. with the arc of said curve to the left, 102.36 feet, having a radius of 375.00 feet, a central angle of 15°38'23" and a chord bearing and distance of N86°45'38"W, 102.04 feet to a calculated point;
34. N03°23'28"W, 277.90 feet to a calculated point on the southerly line of a proposed stem road and the beginning of a non-tangent curve to the left;
35. with a curve to the left, 102.91 feet, having a radius of 1560.00 feet, a central angle of 03°46'46" and a chord bearing and distance of N52°02'19"E, 102.89 feet to a ½-inch iron rod with cap stamped "AST" at the point of tangency;
36. With the southerly line of said stem road, N50°08'56"E, 432.17 feet to a ½-inch iron rod with cap stamped "AST" at the beginning of a curve to the right ;
37. with the arc of said curve to the right, 155.64 feet, having a radius of 615.00 feet, a central angle of 14°30'01" and a chord bearing and distance of N57°23'57"E, 155.23 feet to a ½-inch iron rod with cap stamped "AST";

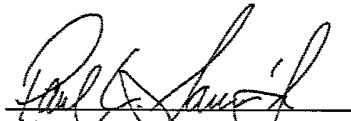
38. N64°38'57"E, 520.13 feet to a ½-inch iron rod with cap stamped "AST" at the beginning of a curve to the right;
39. with the arc of said curve to the right, 172.56 feet, having a radius of 100.00 feet, a central angle of 98°52'18" and a chord bearing and distance of S65°54'54"E, 151.94 feet to a ½-inch iron rod with cap stamped "AST" on the westerly right of way line of N. Old Stagecoach Road (width varies);

THENCE, with said westerly right of way line the follow courses and distances:

1. S16°20'38"E, 1420.21 feet to a 60d nail found next to a cedar fence post and;
2. S16°48'53"E, 800.20 feet to the **POINT OF BEGINNING** and containing 61.49 acres of land, more or less.

SURVEYOR'S STATEMENT

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.


Paul C. Saive, Jr., RPLS #2518
Austin Spatial Technologies, LLC
May 18, 2017, Revised August 23, 2017

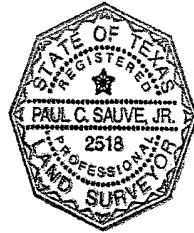


EXHIBIT B

Blanco River Ranch
Remainder of 250.00 acres
188.51 Acres

PROPERTY DESCRIPTION

BEING 188.51 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS ¼ LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY, TEXAS AND BEING A PORTION OF CALLED TRACT I, A 1,971.29 ACRE TRACT AND A PORTION OF CALLED TRACT II, A 195.14 ACRE TRACT BOTH DESCRIBED IN A DEED FROM THE STATE OF TEXAS TO BLANCO RIVER RANCH PROPERTIES, LP AND RECORDED IN VOLUME 5230, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 188.51 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

BEGINNING at an iron rod with aluminum cap stamped "Kent McMillian" found marking the most northerly corner of a called 311.56 acre tract described in a deed to Robert Nance as recorded in Volume 4459, Page 137 of said Deed Records, same being the northwest corner of said 195.14 acre tract and being on the southeasterly line of said 1,971.29 acre tract;

THENCE, crossing said 1,971.29 acre tract the following courses and distances:

1. N12°59'56"E, 728.47 feet to a calculated point;
2. N13°00'14"E, 359.30 feet to a calculated point;
3. N51°36'39"E, 699.50 feet to a calculated point;
4. N48°47'14"E, 226.76 feet to a calculated point;
5. N39°17'57"E, 243.43 feet to a ½-inch iron rod with cap stamped "AST" on the southerly line of a proposed right of way and being the beginning of a non-tangent curve to the left;
6. With the arc of said curve to the left, 1151.60 feet, having a radius of 1560.00 feet, a central angle of 42°17'45" and a chord bearing and distance of N75°04'35"E, 1125.63 feet;
7. Leaving said proposed right of way, S03°23'28"E, 277.90 feet to the beginning of a non-tangent curve to the right;
8. with a curve to the right, 102.36 feet, having a radius of 375.00 feet, a central angle of 15°38'23" and a chord bearing and distance of S86°45'38"E, 102.04 feet to a point of tangency;
9. S78°56'27"E, 9.25 feet to the beginning of a curve to the right;
10. with the arc of said curve to the right, 22.11 feet, having a radius of 15.00 feet, a central angle of 84°28'08" and a chord bearing and distance of S36°42'23"E, 20.16 feet to a point of reverse curvature;
11. with said reverse curve to the left, 54.96 feet, having a radius of 400.00 feet, a central angle of 07°52'22" and a chord bearing and distance of S01°35'30"W, 54.92 feet;
12. S87°39'19"W, passing at 36.26 feet the southerly line of said 1971.29 acre tract and continuing across said 195.14 acre tract, for a total distance of 162.44 feet;

THENCE, continuing across said 195.14 acre tract the following courses and distances, S19°59'52"E, 288.35 feet;

1. S22°04'53"E, 127.34 feet;

2. S13°27'20"E, 126.59 feet;
3. S07°08'17"E, 430.00 feet;
4. S04°18'13"E, 199.92 feet;
5. S87°36'08"W, 3.07 feet;
6. S02°23'52"E, 50.00 feet;
7. N87°36'08"E, 28.25 feet to the beginning of a curve to the left;
8. with the arc of said curve to the left, 43.31 feet, having a radius of 325.00 feet, a central angle of 07°38'10" and a chord bearing and distance of N83°47'03"E, 43.28 feet to a point of tangency;
9. N79°57'58"E, 68.89 feet;
10. S07°10'58"E, 133.60 feet;
11. N78°50'23"E, 60.14 feet;
12. N87°25'28"E, 204.45 feet;
13. N69°25'04"E, 121.89 feet;
14. N59°32'34"E, 120.82 feet;
15. N50°31'38"E, 118.22 feet;
16. N48°42'02"E, 210.00 feet;
17. N41°17'50"W, 20.01 feet;
18. N48°42'48"E, 50.00 feet;
19. N48°42'02"E, 127.94 feet;
20. S46°07'21"E, 135.75 feet;
21. S17°32'07"E, 150.99 feet;
22. S05°46'09"W, 47.76 feet;
23. S74°45'05"E, 130.00 feet;
24. S19°52'00"W, 44.28 feet;
25. S66°02'26"E, 50.00 feet;
26. N22°18'46"E, 23.72 feet;
27. S67°12'55"E, 188.65 feet to the southeasterly line of said 195.14 acre tract, same being the northwesterly line of a called 132.59 acre tract described in a deed to Felder CND, LLC and recorded in Volume 5224, Page 246 of the Hays County Official Public Records;

THENCE, with said southeasterly and northwesterly lines, the following courses and distances:

1. S48°36'08"W, 1509.83 feet to a "Mag Nail" in the top of fence post;
2. N49°26'16"W, 34.23 feet to a "Mag Nail" in the top of fence post;
3. S25°40'41"W, 39.42 feet to an iron rod with cap stamped "Vickrey";

4. S48°29'40"W, 2127.73 feet to a cedar fence post with "Mag Nail" on the northerly right of way line of Cypress Road (aka Limekiln Road) (width undetermined) at the southwest corner of said 195.14 acre tract from which an iron rod with aluminum cap stamped "Kent McMillian" bears S21°57'46"W, 50.84 feet;

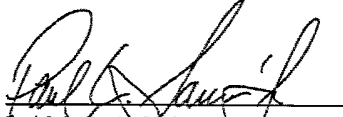
THENCE, with said northerly right of way line, N77°16'32"W, 599.91 feet to a cedar fence post on the easterly line of said 311.56 acre tract;

THENCE, with fence and the easterly line of said 311.56 acre and westerly line of said 195.14 acre tract the following courses and distances:

1. N16°48'19"W, 270.65 feet to a calculated angle point in said line and;
2. N17°13'44"W, 1607.95 feet to the **POINT OF BEGINNING** and containing 188.51 acres of land, more or less.

SURVEYOR'S STATEMENT

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.


Paul C. Sauve, Jr., RPLS #2518
Austin Spatial Technologies, LLC
May 18, 2017, Revised August 23, 2017

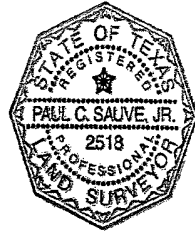


EXHIBIT C

Blanco River Ranch
608.70 acres

PROPERTY DESCRIPTION

BEING 608.70 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS ¼ LEAGUE NO. 14, ABSTRACT 360, AND THE CALEB W. BAKER SURVEY, ABSTRACT 31 HAYS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1,971.29 ACRE TRACT AS DESCRIBED AS TRACT I IN A DEED FROM THE STATE OF TEXAS TO BLANCO RIVER RANCH PROPERTIES, LP AND RECORDED IN VOLUME 5230, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 608.70 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

BEGINNING at an iron rod with aluminum cap stamped "Kent McMillian" found marking the most northerly corner of a called 311.56 acre tract described in a deed to Robert Nance recorded in Volume 4459, Page 137 of said Deed Records, same being the northwest corner of a called 195.14 acre tract described in the aforementioned deed to Blanco River Ranch as Tract II and being on the southeasterly line of said 1,971.29 acre Tract I;

THENCE, with the southerly line of said 1,971.29 acre tract, same being the northeasterly line of said 311.56 acre tract S43°59'58"W, 1916.27 feet to a ½-inch iron rod with cap stamped "AST" set on the northerly line of proposed RM 150;

THENCE, leaving said southerly line and crossing said 1,941.29 acre tract with the proposed northerly line of RM 150 the following courses and distances:

1. N65°08'51"W, 49.48 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the right;
2. with a curve to the right, 381.25 feet, having a radius of 925.00 feet, a central angle of 23°36'54" and a chord bearing and distance of N53°30'43"W, 378.55 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
3. N41°42'16"W, 336.00 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;
4. with the arc of said curve to the left, 151.93 feet, having a radius of 1100.00 feet, a central angle of 07°54'48" and a chord bearing and distance of N45°39'41"W, 151.81 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
5. N49°37'05"W, 572.43 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
6. N51°37'01"W, 75.00 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
7. N53°36'58"W, 749.01 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;

8. with the arc of said curve to the left, 93.33 feet, having a radius of 1025.00 feet, a central angle of 05°13'01" and a chord bearing and distance of N56°13'28"W, 93.30 feet to a ½-inch iron rod with cap stamped "AST" set for the most westerly southwest corner of the herein described tract;

THENCE leaving said proposed right of way line and with a dry creek, the following courses and distances:

1. N26°31'11"E, 563.37 feet to a calculated point;
2. N46°09'29"E, 1179.39 feet to a calculated point;
3. N28°22'57"E, 708.36 feet to a calculated point;
4. N44°16'34"E, 582.28 feet to a calculated point at the beginning of a curve to the right;
5. with a curve to the right, 297.90 feet, having a radius of 1184.66 feet, a central angle of 14°24'28" and a chord bearing and distance of N77°54'54"E, 297.12 feet to a calculated point;
6. N04°51'54"W, 125.14 feet to a calculated point;
7. N23°10'37"E, 321.60 feet to a calculated point;
8. N13°08'23"W, 681.62 feet to a calculated point;
9. N31°45'00"E, 255.79 feet to a calculated point;
10. N08°23'37"E, 473.49 feet to a calculated point;
11. N02°33'01"W, 195.07 feet to a calculated point;
12. N30°53'10"W, 576.14 feet to a calculated point;
13. N01°26'31"W, 729.89 feet to a calculated point;
14. N38°05'39"W, 1250.80 feet to a calculated point;
15. N20°33'26"E, 282.73 feet a ½-inch iron rod with cap stamped "AST" set for the most westerly northwest corner of the herein described tract on the northerly line of said 1,971.29 acre tract, same being on the southerly line of Park Land Lot 23 of Arroyo Ranch, Section One, a subdivision of record in Volume 10, Page 180 of the Hays County Official Public Records;

THENCE, with the northerly line of said 1,971.29 acre tract, S82°42'45"E, 432.46 feet to a point located in the centerline of the remains of an old stone fence corner for an angle point in the north line of the herein described tract, from which a ½"-inch iron rod bears S88°19'W, 37.5 feet;

THENCE, continuing with said northerly line, N43°55'32"E, 1271.63 feet to a 2-inch metal fence post at the most northerly northwest corner of said 1,971.29 acre tract and being the common corners of Lots 12, 13 and 19, Block D of said Arroyo Ranch Section One subdivision;

THENCE, with the easterly line of said 1,971.29 acre tract the following courses and distances:

1. S46°19'30"E, at 185.02 feet passing the south line of said Arroyo Ranch subdivision and north line of a 20.3 acre tract described in a deed to F. Javier, Jr et al and recorded in Volume 2813, Page 359 of said Official Public Records and continuing for a total distance of 887.68 feet to a found ½-inch iron rod for the south corner of said Javier tract, same being the westerly corner of

- a 21.15 acre tract described in a deed to Nancy L. Russell and Randall W. Russell and recorded in Volume 4385, Page 135 of said Official Public Records;
2. S46°48'04"E, 579.01 feet to a found ½-inch iron rod for the south corner of Russell and being the westerly corner of Quail Meadows Subdivision as recorded in Volume 7, Page 47 of the Hays County Plat Records;
 3. With the southwesterly line of said subdivision, S46°06'19"E, 409.08 feet to ½-inch iron rod for angle point;
 4. S47°09'10"E, 405.41 feet to ½-inch iron rod for angle point;
 5. S47°52'54"E, 295.90 feet to ½-inch iron rod for angle point;
 6. S47°18'52"E, 296.88 feet to ½-inch iron rod for angle point;
 7. S47°21'24"E, 132.10 feet to ½-inch iron rod for angle point;
 8. S47°07'34"E, 179.01 feet to ½-inch iron rod for angle point;
 9. S46°55'27"E, 248.69 feet to ½-inch iron rod for most southerly corner of said subdivision and the westerly corner of a called 57.26 acre tract described in a deed to Kyle Mortgage Investors, LLC and recorded in Volume 3416, Page 789 of said Official Public Records;
 10. S45°43'31"E, 436.59 feet to a fence post for angle point;
 11. S46°32'55"E, 1447.00 feet to an iron rod with aluminum cap stamped "Kent McMillian" at an interior ell corner of said 1,971.29 acre tract;
 12. Continuing with the easterly line of said 1,971.29 acre tract, S40°23'35"W, 1023.40 feet to a ½-inch iron rod found at the westerly corner of a called 1.259 acre tract described in a deed to Robin Robinson and recorded in Volume 5358, Page 587 of said Official Public Records;
 13. S50°23'48"E, 255.70 feet to a fence post for angle point;
 14. N40°43'43"E, 42.89 feet to a ½-inch iron rod with cap stamped "AST" set;
 15. S52°09'40"E, at 85.22 feet passing a ½-inch iron rod found at the westerly corner of a called 0.72 acre tract described in a deed to Robin and Gale Robinson and recorded in Volume 4689, Page 363 of said Official Public Records and continuing for a total distance of 244.62 feet to a ½-inch iron rod with cap stamped "AST" set;
 16. N43°53'50"E, 92.19 feet to a ½-inch iron rod with cap stamped "AST" set;
 17. S78°26'49"E, 101.27 feet ½-inch iron rod found on the westerly right of way line of N. Old Stagecoach Road (width varies);
 18. With said westerly right of way line, S16°21'49"E, 511.37 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a non-tangent curve to the left on the southerly line of a proposed right of way;

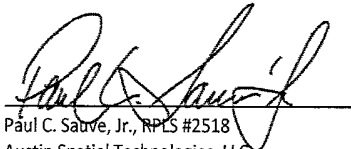
THENCE, leaving said westerly right of way line and crossing said 1,971.29 acre tract with the southerly line of said proposed right of way the following courses and distances:

1. with said curve to the left, 172.56 feet, having a radius of 100.00 feet, a central angle of 98°52'18" and a chord bearing and distance of N65°54'54"W, 151.94 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;

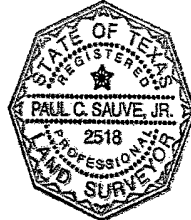
2. S64°38'57"W, 520.13 feet to ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;
3. with the arc of said curve to the left, 155.64 feet, having a radius of 615.00 feet, a central angle of 14°30'01" and a chord bearing and distance of S57°23'57"W, 155.23 feet to a point of tangency;
4. S50°08'56"W, 432.17 feet to the beginning of a curve to the right;
5. with the arc of said curve to the right, 1254.50 feet, having a radius of 1560.00 feet, a central angle of 46°04'32" and a chord bearing and distance of S73°11'12"W, 1220.97 feet a ½-inch iron rod with cap stamped "AST" set;
6. leaving said proposed right of way line with the meanders of a creek, S39°17'57"W, 243.43 feet to a calculated point;
7. S48°47'14"W, 226.76 feet to a calculated point;
8. S51°36'39"W, 699.50 feet to a calculated point;
9. S13°00'14"W, 359.30 feet to a calculated point;
10. S12°59'56"W, 728.47 feet to the **POINT OF BEGINNING** and containing 608.70 acres of land, more or less.

SURVEYOR'S STATEMENT

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.



Paul C. Sauve, Jr., RPLS #2518
 Austin Spatial Technologies, LLC
 December 4, 2016, Revised August 23, 2017



GF # 01021-11157a GP
 Stewart Title

Ginny Price
 Stewart Title
 402 Peoples St., Suite 2-B
 Corpus Christi, Texas 78401
 Phone 361-883-7822
 Fax 361-883-0711



**FIRST AMENDMENT TO BLANCO RIVER RANCH
(Phase One Residential Area)
DE-ANNEXATION AND DEVELOPMENT AGREEMENT**

This First Amendment to Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (this "Amendment") is entered into effective as of October 6, 2020 (the "Effective Date"), between the City of Kyle, Texas, a Texas home-rule city (the "City"), HMBRR Development, Inc., a Texas Corporation ("HMBRR Inc."), HMBRR, LP, a Texas limited partnership ("LP #1"), and HMBRR LP #2, a Texas limited partnership ("LP #2") (individually "Assignee" and collectively, the "Assignees"). The City and the Assignees are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the City and Blanco River Ranch Properties, LP, entered into the Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (the "Development Agreement") relating to 858.7 acres in Hays County, Texas (the "Property"), effective as of May 6, 2016, and recorded as Document No. 17018505, Official Public Records of Hays County, Texas;

WHEREAS, Section 12.05(b) of the Development Agreement provides that Blanco River Ranch Properties, LP, may assign its rights and obligations under the Development Agreement to Hanna/Magee LP #1 ("Hanna/Magee"), a Texas limited partnership, or to an entity controlling, controlled by or under common control with Hanna/Magee;

WHEREAS, HMBRR Inc., HMBRR, LP, and HMBRR LP #2 are entities controlling, controlled by, or under common control with Hanna/Magee;

WHEREAS, on September 20, 2017, Blanco River Ranch Properties, LP, assigned all of its rights and obligations under the Development Agreement to the Assignees in the Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (the "Assignment"), recorded as Document No. 17034183, Official Public Records of Hays County, Texas, and a copy of the executed Assignment was provided to the City;

WHEREAS, subsequent to the Assignment, the Assignees are properly considered the Owner of the Property, pursuant to the terms of the Development Agreement;

WHEREAS, on July 8, 2020, the City and Owner, along with several additional parties, entered into the FM150 Water Facilities Service, Financing, and Construction Agreement (the "Water Facilities Construction Agreement"), effective as of July 7, 2020, relating to the construction of water facilities relating to the provision of water service to the Property; and

WHEREAS, the City and the Owner desire to amend certain provisions of the Development Agreement to clarify issues relating to the construction of certain water and wastewater facilities and update the notice provisions, as more particularly set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Development Agreement as follows:

AGREEMENT

1. Section 3.04 of the Development Agreement, pertaining to Inspections, is hereby amended to read as follows:

Following City approval of each plat of a portion of the Property and prior to the commencement of construction, Owner will give written notice to the Director of Public Works in order to allow the City to assign an inspector. Within the City's incorporated city limits, the City will inspect street, water and wastewater, and drainage Public Improvements and collect related inspection fees. Within the City's ETJ, the City will inspect water and wastewater Public Improvements only and collect related inspection fees. City will inspect drainage infrastructure in the City's ETJ, as necessary. Owner shall not be liable or required to reimburse the City for inspection costs relating to the City's inspection of street and drainage Public Improvements in the City's ETJ.

2. Section 5.03 of the Development Agreement, pertaining to Permanent Water Service, is hereby amended to read as follows and Exhibit "O" is formally integrated into and made part of the Development Agreement:

(a) The City and Owner have entered into a Water Facilities Construction Agreement with several participants, including Kyle 150 LP ("*Kyle 150*"), to construct a ground storage tank and an elevated storage tank (collectively, the "*Anthem Storage Tanks*") to serve the Property. The Water Facilities Construction Agreement also provides that, in connection with the construction of the Anthem Storage Tanks, a water line from the Anthem Storage Tanks to the Point of Delivery with the City's Water System along FM 150 (the "*FM 150 Water Main*"), and a water line from the Anthem Storage Tanks to a Point of Delivery on the Property (the "*Water Return Line*") will be constructed, all as depicted on Exhibit L. On behalf of the participants, Kyle 150 has or will bid and award the necessary contracts relating to the construction of facilities, shall work with the City to facilitate all payments to the contractors pursuant to the contracts, and convey such facilities to the City upon completion and inspection. The Water Facilities Construction Agreement is attached as **Exhibit "O"**.

(b) Provided that Kyle 150 completes the construction of the Anthem Storage Tanks, the FM 150 Water Main, and the Water Return Line (collectively, the "Anthem Shared Water Facilities") as contemplated in the Water Facilities Construction Agreement, Owner agrees to pay its pro-rata share of the cost of the Anthem Storage Tanks, and the Water Return Line, as established in the Water Facilities Construction Agreement (the "Phase One Cost Share"), subject to Owner's right to reimbursement as provided in Section 7.05, below. If Kyle 150 fails to complete the construction of the facilities contemplated in the Water Facilities Construction Agreement, the City will have the right, but not the obligation to assume the construction contracts and complete the projects contemplated in the Water Facilities Construction Agreement.

(c) The City confirms that by satisfying its obligations under the Water Facilities Construction Agreement, Owner shall be entitled to receive water service from the City to the Property (in an aggregate amount not to exceed 2,100 LUEs) as contemplated under Section 4.01 of the Water Facilities Construction Agreement and, except for internal water infrastructure, shall not be required to finance or construct any additional facilities relating to the provision of water service to the Property.

(d) If the Anthem Shared Water Facilities are not completed as provided in Subsections (a) and (b) by January 1, 2022, the City shall determine whether or not it will assume any construction contracts as provided in Sections 1.08 and 2.12 of the Water Facilities Construction Agreement. If the City does not elect to assume the applicable construction contracts to complete the necessary water facilities, Owner may proceed with the design and construction of alternative facilities consisting of a 12-inch water line to be constructed in the FM 150 right-of-way from a point of connection to the City's existing 12-inch water line at the intersection of FM 150 and Old Stagecoach Road to a booster pump station to be constructed at the location depicted on the Water Facilities Plan (the "Alternative Facilities"). The proposed booster pump station will include a connection to allow the future extension of the 12-inch water line to the west and the water line will also be extended to the south, to the site of a future, approximately 580,978 gallon ground or elevated storage tank to be constructed at the location depicted on the Water Facilities Plan. If these Alternate Facilities are designed and constructed by Owner, the City agrees that Owner's costs will be reimbursed to Owner as provided in Section 7.05, below.

(e) If Kyle 150 fails to perform and the City decides not to assume any construction contract(s) entered into pursuant to the Water Facilities Construction Agreement relating to additional storage facilities to serve the Property, the Owner may proceed to design and construct an alternative storage facility (the "Alternative Required Water Storage Facility") consisting of an elevated or ground storage tank designed to

hold approximately 300,000 gallons. If the Alternative Required Water Storage Facility is designed and constructed by Owner, the City agrees that Owner's costs will be reimbursed to Owner as provided in Section 7.05, below.

3. Section 5.04 of the Development Agreement, pertaining to Initial Wastewater Service, is hereby amended to read as follows:

The City agrees to provide 680 LUEs of initial wastewater through the City's existing 8-inch gravity main located in Old Stagecoach Road (the "Gravity Main") as depicted on the Wastewater Facilities Plan, subject to Owner's construction of any required Internal Facilities and the Connecting Facilities to the gravity main. No additional facilities will be required for this initial 680 LUEs of wastewater service. The City confirms that 680 LUEs of capacity are available to serve the Property through the Gravity Main and agrees to reserve 680 LUEs in the Gravity Main for Customers within the Property. If for any reason the City cannot provide 680 LUE's of capacity in the Gravity Main, the City will provide pump-and-haul wastewater service as needed for connections within the Property until the Elliot Branch Interceptor is completed and placed into service. Pump-and-haul service will be provided by the City contracting to have all wastewater that is delivered from Customers within the Property to the Phase One Lift Station pumped from the Phase One Lift Station wet well and transported off the Property for treatment and disposal. All costs associated with this pump-and-haul service will be borne by the City; however, the Customers within the Property receiving wastewater service through the pump-and-haul program will be required to pay all usual and customary City wastewater service fees and rates.

4. Section 5.05 of the Development Agreement, pertaining to Permanent Wastewater Service, is hereby amended to read as follows:

To provide wastewater service in excess of 680 LUEs, the City agrees to complete the construction of an appropriately sized gravity interceptor along Elliot Branch as depicted on the Wastewater Facilities Plan (the "Elliot Branch Interceptor") on or before June 30, 2022. In order to connect to the Elliot Branch Interceptor, Owner has constructed a lift station sufficient to serve 1,814 LUEs (the "Phase One Lift Station") as depicted on the Wastewater Facilities Plan and agrees to construct a six-inch force main from the Phase One Lift Station to the Elliot Branch Interceptor as depicted on the Wastewater Facilities Plan. Owner confirms that the Phase One Lift Station was constructed on a site that is sufficient to accommodate the expansion of the Phase One Lift Station to serve up to an additional 2,200 LUEs in the future. The City acknowledges that Owner is relying on the City's timely completion of the design of, easement acquisition for, and construction of the Elliot Branch Interceptor in order to make permanent wastewater service in excess of 680 LUEs available as and when required for Customers within Phase One and/or for the development of the Property. Accordingly, the City agrees

that, if the Elliot Branch Interceptor is not complete and available to provide wastewater service to the Property on or before June 30, 2022, the City will provide pump-and-haul wastewater service as needed for connections within the Property until the Elliot Branch Interceptor is completed and placed into service. Pump-and-haul service will be provided by the City contracting to have all wastewater that is delivered from Customers within the Property to the Phase One Lift Station pumped from the Phase One Lift Station wet well and transported off the Property for treatment and disposal. All costs associated with this pump-and-haul service will be borne by the City; however, the Customers within the Property receiving wastewater service through the pump-and-haul program will be required to pay all usual and customary City wastewater service fees and rates.

5. Section 6.11 of the Development Agreement, pertaining to Common Lot Rock Wall Replacement, is hereby created to read as follows:

Section 6.11 **Common Lot Rock Wall Replacement.** In the event the City is required to undertake any repairs on water or wastewater lines at locations where such lines are located underneath a 6-foot rock or masonry wall constructed by the Owner, the City shall remove the portion of the wall as necessary for the repair. The City shall not be responsible for the repair or replacement of such wall; repair or replacement of the wall shall be the responsibility of either the Owner or the home owners association.

6. Section 7.02 of the Development Agreement, pertaining to Impact Fees, is hereby amended to read as follows:

Section 7.01 hereof notwithstanding, for the first 300 lots platted out of the Property, the water and wastewater Impact Fees will be those fees in effect as of the Vesting Date, \$2,216 per LUE for wastewater and \$2,115 for water, as provided in this Section. Owner pre-purchased 300 wastewater Impact Fees vested at the amount of \$2,216 per LUE, totaling \$664,800, on March 28, 2018, and agrees to purchase 400 additional wastewater Impact Fees within 30 days of the execution of this Amendment at the amount of \$2,826 per LUE, with such fees corresponding to the next 400 platted lots on the Property. After the water and wastewater Impact Fees described in the preceding sentences of this Section are applied by Owner, the Impact Fees payable for the remainder of Phase One will be adjusted to the City's Impact Fees in effect at the time of City approval of each subsequent final plat out of the Property and will be payable by the homebuilders at the time of the City's issuance of each residential building permit for lots within those platted sections, as required by Section

7.01. The Impact Fees prepaid by Owner under this Section will not be eligible for reimbursement out of PID bonds.

7. Section 7.05 of the Development Agreement, pertaining to City's Allocation of Net PID Bond Proceeds is hereby amended to read as follows:

The City will be entitled to receive 10% of the net proceeds of the PID bonds issued by the City for Public Improvements benefitting Phase One (the "City Allocation") either in the form of a payment at the time of funding of such bond issue or, if Owner advances costs of water and wastewater treatment plant Public Improvements including costs for the Phase One Cost Share of the Anthem Storage Tanks, the FM 150 Water Main, the Water Return Line, the Alternative Facilities, and/or the Alternative Required Water Storage Facility, as defined in Section 5.03, as provided below in this Section 7.05, through Owner's advancing costs of or completion and conveyance of such Public Improvements to the City at no cost to the City.

(a) The City agrees to defer the City Allocation that would otherwise be payable to the City out of the proceeds of the first issuance of PID bonds (the "Deferred Initial Allocation") and, accordingly, no portion of the proceeds of that first bond issuance will be paid to the City; however, at the time of second issuance of PID bonds, the City will, subject to subsection (b), below, receive the City Allocation payable out of the proceeds of those bonds, plus an amount equal to the Deferred Initial Allocation, subject to Subsection (c), below.

(b) At the time of the second issuance of PID bonds, the City will be entitled to receive a City Allocation of \$1,500,000 in City Allocations for use by the City for water treatment and wastewater treatment plant Project Improvements.

(c) After the City has received \$1,500,000 in City Allocations, the City Allocation(s) out of the next PID Bond issuance or issuances will be paid to Owner to reimburse Owner for the Phase One Cost Share of the Anthem Storage Tanks, the FM 150 Water Line, and the Water Return Line, if advanced by Owner as provided in Section 5.03(b), and, if applicable: the Alternative Facilities described in Section 5.03(d) and, if required, the Alternative Required Water Storage Facility described in Section 5.03(e).

(d) After Owner has been reimbursed for the Phase One Cost Share of the Anthem Storage Tanks, the FM 150 Water Line, and the Water Return Line, the Alternative Required Water Storage Facility, and the Alternative Facilities, the City will utilize the next City Allocation(s) paid to the City for reimbursement of the City's costs of construction of the Elliot Branch Interceptor and, thereafter, for the reconstruction of Old Stagecoach Road as a two lane road with bike lane within existing right of

way from FM 2770 to the roundabout at the entrance of Phase One and for related intersection improvement.

(e) After the City's completion of the Old Stagecoach Road improvements described in (d), above, additional City Allocations may be utilized by the City for any other public purpose. If, however, the County funds the reconstruction of Old Stagecoach Road as described in Subsection (d), then the portion of the City Allocation that would otherwise have been utilized for that reconstruction may be utilized by the City for any other public purpose.

8. Section 12.05(b) of the Development Agreement, pertaining to Owner Assignment of Agreement, is hereby amended to add the following language:

The City expressly approves and consents to any assignment of rights and obligations under this Agreement held by Hanna/Magee, or by an entity controlling, controlled by or under common control of Hanna/Magee, to any other entity controlling, controlled by or under common control of Hanna/Magee. Upon request of the City, Hanna/Magee shall provide written evidence of any such assignment.

9. Section 12.06 of the Development Agreement, pertaining to Notice, is hereby amended to read as follows:

Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party; or (iv) by facsimile or email with confirming copy sent by one of the other described methods of notice set forth above. Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed by notice as provided in this Section, be as follows:

City:

City of Kyle
Attn: City Manager
100 W. Center Street
Kyle, TX 78640

With a copy to:

The Knight Law Firm

Attn: Paige H. Saenz, City Attorney
223 West Anderson Lane
Suite A-105
Austin, TX 78752

Owner:

Hanna/Magee LP#1
Attn: Jay Hanna
1011 North Lamar Blvd.
Austin, Texas 78703

10. **Exhibit “D”** of the Development Agreement, pertaining to Development Standards and Project Approvals, including exceptions and variances, is hereby replaced by the attached Exhibit “D”.

11. **Exhibit “L”** of the Development Agreement, pertaining to the Water Facilities Plan, is hereby replaced by the attached Exhibit “L”.

12. **Exhibit “M”** of the Development Agreement, pertaining to the Wastewater Facilities Plan, is hereby replaced by the attached Exhibit “M”.

13. **Exhibit “O”** is hereby by integrated as an exhibit to the Development Agreement.

14. Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Development Agreement.

15. Except as specifically amended herein, all provisions of the Development Agreement are hereby acknowledged and ratified by the Parties hereto to be in full force and effect.

[EXECUTION PAGES TO FOLLOW]

CITY:

City of Kyle, Texas, a municipal corporation

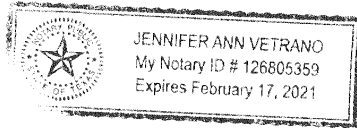
By: *Travis Mitchell*
Travis Mitchell

Date: 10/13/2020

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 13th day of October, 2020 by Travis Mitchell, Mayor of the **City of Kyle**, Texas, a municipal corporation, on behalf of said corporation.

Jennifer Ann Vetrano
Notary Public, State of Texas



OWNER:

HMBRR, Inc.:

HMBRR DEVELOPMENT, INC., a Texas Corporation

By: [Signature]
Blake J. Magee, President
Date: 10/8/20

LP #1:

HMBRR, LP, a Texas limited partnership

By: Hanna/Magee GP #1, a Texas corporation, General Partner
By: [Signature]
Blake J. Magee, President
Date: 10/8/20

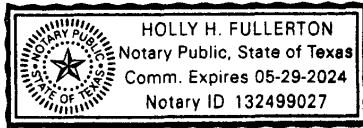
LP #2:

HMBRR LP #2, a Texas limited partnership

By: Hanna/Magee GP #1, a Texas corporation, General Partner
By: [Signature]
Blake J. Magee, President
Date: 10/8/20

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 9th day of October, 2020 by Blake J. Magee as President of **HMBRR Development, Inc.**, a Texas corporation, and President of Hanna/Magee GP #1, Inc., a Texas corporation that is General Partner of **HMBRR, LP**, a Texas limited partnership and of **HMBRR LP #2**, a Texas limited partnership, on behalf of said limited partnerships.



[Signature]
Notary Public, State of Texas

EXHIBIT “D” BLANCO RIVER RANCH LAND USE AND DEVELOPMENT STANDARDS

1. Table A: Land Use Chart:

Single-Family and Garden Homes/Cluster

USE	Lot Width*	Minimum Lot Size	Minimum Living Area SF	Total Lots/Units	Min/Max %
Single-Family	50	5500	1200	540 Lots	max
Single-Family	55	5750	1200	460 Lots	max
Single-Family	60	7200	1500	600 Lots	max
Single-Family	70-80	9000	2000	350 Lots	min
Garden Homes/Cluster			1000	150 Units	max
				210	
Total				0	100%

*Lot Width measured at front Building Line; non-single family or common areas lots not subject to Table A.

2. Site Area = 858.7 Acres
3. Single-family lot width distribution will be in accordance with Table A.
4. **Exhibit “C”** - Concept Plan: This plan illustrates the proposed general layout of Phase One.
5. Phase One will be limited to 2,100 single-family lots and garden homes/cluster units.
6. Impervious Cover on each lot will be limited to 60% of the lot area.
7. Phase One will contain a minimum of 100 acres of parkland, amenity center lots, trail corridors and open space.
8. A 6-foot decorative masonry wall will be built along the rear or sides of homes backing or siding to collector roads (roads without lots fronting on them) within a 25-foot landscaped parkway (10-feet of right-of-way with a 15-foot Wall and Landscape Easement/Lot).
9. Over three miles of joint use 8-foot and 10-foot concrete trails within 10-foot to 20-foot Trail Corridor/ROW/Easement will be provided within Phase One as shown on **Exhibit “J”**. Additional native trails (not ADA compliant) will be provided within open space and floodplain areas, as shown conceptually on **Exhibit “J”**, subject to topographic and drainage constraints.
10. No homes will front on collector roads and all street-facing sides of homes abutting

collector roads will be 100% masonry, excluding doors, windows, etc. Masonry will be defined as natural stone, brick and/or stucco. The stucco percentage of any structure will not exceed 50%.

11. **Garage Placement:** For lots less than 60 feet wide (or less than 70 feet wide on corner lots), residential street-facing garages will be located no closer to the street than five feet in front of the dwelling or roof of a covered porch, with such dwelling or porch structure being not less than seven feet wide for all portions of the structure adjacent to the garage. For all other lots, residential street-facing garages will be located no closer to the street than the dwelling. The minimum front building setback will be 20 feet from the property line (25 feet for street-facing garages). For purposes of this provision on garage placement, lot width will be determined based on the width of the lot at the front building setback line of the lot for all lot sizes. Measurement of corner lots will be ten feet wider to account for a 15-foot street side setback.
12. All building fronts will have a minimum of three architectural features. The following are examples of the types of architectural features that will be utilized: horizontal off-sets, recesses or projections; porches; breezeways; porte-cocheres; courtyards; awnings; canopies; alcoves; recessed entries; ornamental cornices; display or other ornamental windows; vertical "elevation" off-sets; peaked roof forms; arches; outdoor patios; architectural details such as tile work or moldings integrated into the façade; integrated planters or wing walls; accent materials; and varied roof heights.
13. **Building Setback Table:**

Interior Lot Width	Corner Lot Width	Side Yard Setback	Rear Yard Setback *	Front Garage Setback	Minimum Front Setback	Street Building Setback	Side Street Garage
50	60	5	15	25	20	15	20
60	70	5	20	25	20	15	20
70	80	5	20	25	20	15	20
80+	90	7.5	20	25	20	15	20

*Open and Covered Porches may encroach up to 10 feet into the rear yard setbacks. Additionally, any lot located within a curved street that is larger will be considered the same lot size as similar lot sizes in the vicinity.

14. The street lighting plan for Phase One will require minimum spacing of 500 feet along all collector and public streets. Decorative street lighting will be permitted but not required. The design of any decorative street lighting will be subject to approval by the City. Any decorative street lighting will be maintained by the homeowners association for Phase One. All street lighting will utilize energy-efficient LED light fixtures.
15. Decorative street signs will be permitted. Any decorative street signs will be subject to approval by the City.

16. The first primary subdivision signage will be located at the main entry to Phase One at the intersection of Old Stagecoach Road and the Spine Road and may include a maximum of 250 square feet of signage or graphics. The second primary subdivision signage will be located at the intersection of Old Stagecoach Road and Three Forks Drive and will be stone or masonry and such sign may be a maximum of 200 square feet in size, with a maximum of 30 square feet of signage or graphics. Tertiary entrance signs will be stone or masonry and each sign may be a maximum of 100 square feet in size, with a maximum of 30 square feet of signage or graphics.
17. Marketing signage/Burma Shave signs will be allowed within Blanco River Ranch within rights-of-way of the Spine Road and collector roads. Marketing signage, as updated and modified from time to time, will be consistent throughout Blanco River Ranch. The approximate size and quantity of permitted marketing signs is shown on **EXHIBIT "I"**.
18. Section 41-136(C) - Lot Width depth to average lot width ratio of the City's Subdivision Ordinance is waived. Lot width will be measured at the front building line.
19. Section 41-137(D) of the Subdivision Ordinance will be amended with respect to Phase One as follows: Offset intersection spacing along collector, local and residential streets will be a minimum of 125 feet measured from roadway street centerline to roadway centerline. Such intersection spacing along arterials will be a minimum of 180 feet.
20. Flag lots will be permitted within Phase One. Flag lots will be a minimum of 20 feet at the right-of-way intersection and substantially perpendicular to the right-of-way.
21. Block lengths may generally not exceed 1,000 feet within Phase One; however, block lengths that exceed this criteria will be permitted when the block includes creeks, natural drainage ways, open space and steep topography.
22. Cul-de-sac maximum lengths may not exceed 800 feet measured from the center of the turnaround to centerline of the connecting road and a maximum of 30 units may be serviced from each cul-de-sac; however, cul-de-sac lengths that exceed this criteria for cul-de-sac lengths and serviced units when the land serviced by the cul-de-sac is restricted by creeks, natural drainage ways, steep topography and external property boundaries. In such cases, the maximum number of units served may not exceed 50 units.

23. Phase One Roadway Cross Sections:

Standard Category	Pavement Width (in Feet)	Right-of-Way Width (in Feet)
Residential Lane	30' FOC-FOC	50'
Residential Collector (W/ Bike Lanes)	37' FOC-FOC	60'
Undivided Arterial (Internal Loop w/ Bike Lanes)	61' FOC-FOC	85'
Divided Arterial (Internal Loop w/ Bike Lanes)	2 at 32' FOC - FOC	114'
Major Thoroughfare (FM 150)	To be Determined	Varies - 120' Minimum

24. Site and Architectural components for garden home/cluster site(s):
- A. Maximum Number of Detached Units: 150 Units
 - B. Access Drives: Driveway access from collector roads to residential units is prohibited. Internal private drives will be a minimum of 26 feet wide, with curb and gutter measured from face of curb to face of curb.
 - C. Residential Setbacks: Front building setbacks will be a minimum of 15 feet from back of curb. Side building separation will be a minimum of 10 feet. When the rear of one unit is immediately adjacent to the side of another unit, the minimum setback will be 10 feet. Rear building separation, when the rear yards of two units are immediately adjacent to one another, will be a minimum of 20 feet. Patios (covered or uncovered), decks and eave overhang are not included in the determination of rear building separation. A minimum of seven foot clear zone between building roof lines will be provided.
 - D. Sidewalks: A four foot sidewalk is required along all public streets. No sidewalks are required along internal private drives.
 - E. Units may have single-car garages with driveways at least 18 feet long and nine feet wide. Garages will be setback at least 20 feet from the back of curb. Garages may be flush with the primary façade as long as primary façade is located 20 feet from the back of curb. Porches will be considered part of the primary façade as long as they are a minimum of seven feet wide and six feet deep).
 - F. Lighting: Street lighting is required along all public streets, but is optional along interior private drives within Phase One.
 - G. Minimum landscape requirements for garden homes/cluster residential structures will be two two-inch caliper significant trees such as oak, elm, pecan, walnut, hickory, cherry, cypress, redbud and any rare species, with diameter measured 18 inches above finished grade immediately after planting; three one-gallon shrubs; three five-gallon shrubs; and turf grass or an alternative material as defined in this section from the front property line to the front two corners of the structure and a minimum coverage area extending three feet from the slab/foundation to protect against water runoff from the roof dripline. If lawn grass is not used in this area, rain gutter systems will be required. One three-

and-one-half inch caliper tree may be substituted for two two-inch trees, if the tree is planted in the front yard. Existing trees and shrubs that are retained in healthy condition will be counted toward fulfillment of these requirements.

EXHIBIT "L"

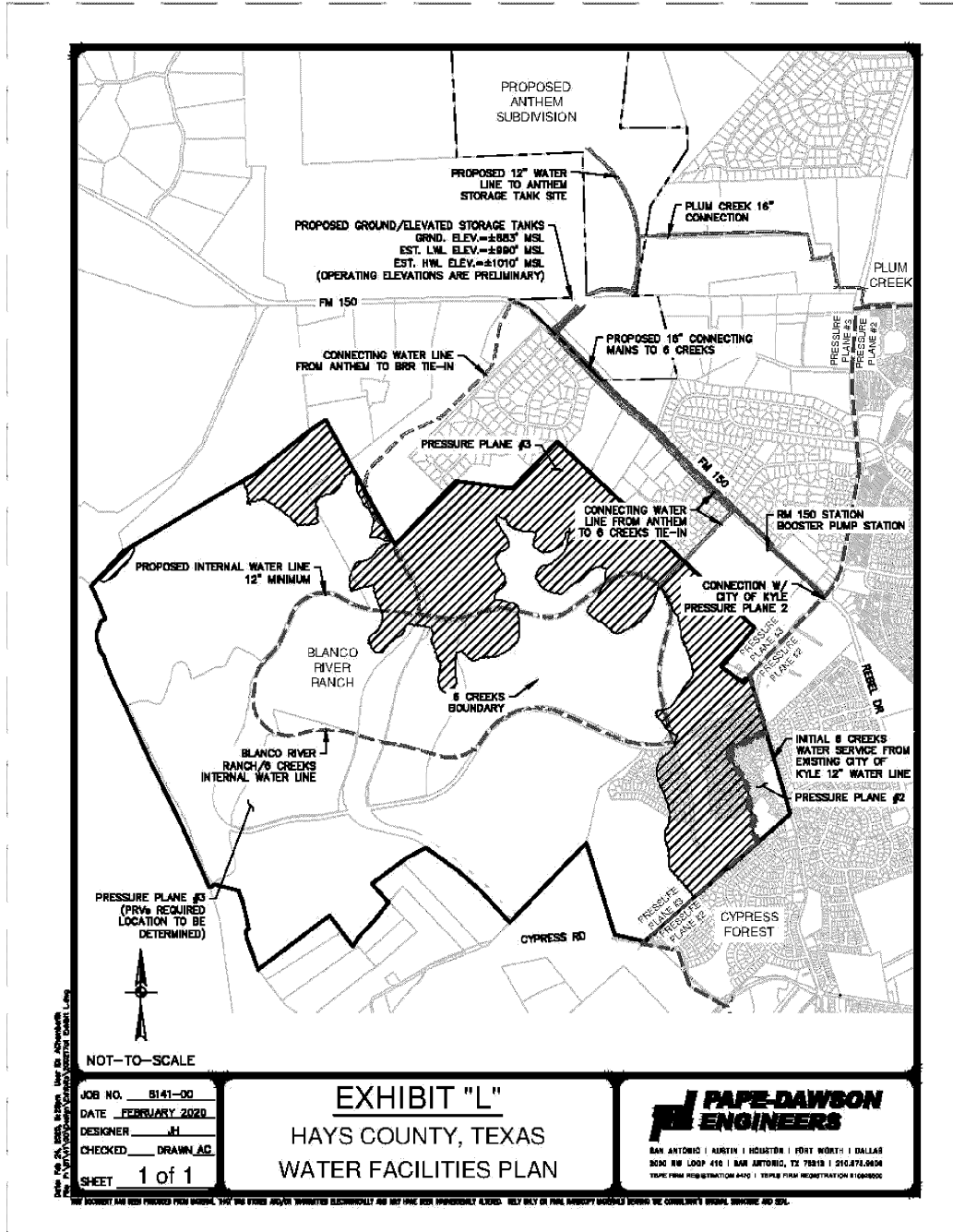


EXHIBIT "O"

FM 150 WATER FACILITIES SERVICE, FINANCING, AND CONSTRUCTION AGREEMENT

This Agreement is between Anthem Municipal Utility District ("Anthem MUD"); Kyle 150, LP ("Kyle 150"), a Texas Limited Partnership; HMBRR Development, Inc., a Texas Corporation ("HMBRR"), the City of Kyle, a Texas home rule municipality (the "City"), Kyle Mortgage Investors, LLC, a limited liability company ("Kyle 57"), David Beseda ("Beseda"), and Covey Fund I, LP, a Texas limited partnership ("the Covey Fund") (HMBRR, Kyle 57, Beseda, and the Covey Fund are sometimes referred to in this Agreement as "Water Return Line Users"). The City, Anthem MUD, Kyle 150, and the Water Return Line Users are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. Kyle 150 is the owner of that certain approximately 422 acre parcel of real property located in the extra-territorial jurisdiction of the City of Mountain City and within the Anthem MUD boundaries which it proposes to develop as a master-planned, single-family residential subdivision consisting of approximately 1650 single-family homes and related improvements (the "Anthem Tract"). The Anthem Tract is depicted on the map of the affected properties attached hereto and incorporated herein as Exhibit "A" (the "Property Map") and more particularly described on Exhibit "A-1".

B. Anthem MUD is a municipal utility district duly formed and validly existing under the laws of the State of Texas to provide retail water and wastewater service to the Anthem Tract. Anthem MUD has agreed to reimburse Kyle 150 for a portion of the costs to construct water and wastewater facilities necessary to serve the Anthem Tract, including without limitation the water facilities contemplated in this Agreement.

C. HMBRR is the owner of that certain approximately 890 acre parcel of real property located in the extra-territorial jurisdiction of the City, which it proposes to develop as a master-planned, residential development consisting of approximately 2100 residential units and related amenities and improvements (the "6 Creeks Tract"). The 6 Creeks Tract is depicted on the Property Map and more particularly described on Exhibit "A-2".

D. The Covey Fund is the owner of that certain approximately 10 acre parcel of real property located in the City, which is currently used for agricultural purposes but may be developed for future commercial uses (the "the Covey Fund Tract"). The Covey Fund Tract is depicted on the Property Map and more particularly described on Exhibit "A-3".

E. Beseda is the owner of that certain approximately 4.84 acre parcel of real property located in the City, which is currently used for agricultural purposes but may be developed for future commercial uses (the "Beseda Tract"). The Beseda Tract is depicted on the Property Map and more particularly described on Exhibit "A-4".

F. Kyle 57 is the owner of that certain approximately 57 acre parcel of real property located in the City, which is currently used for agricultural purposes but may be developed for future residential uses (the "Kyle 57 Tract"). The Kyle 57 Tract is depicted on the Property Map and more particularly described on Exhibit "A-5".

G. In addition to acting on its own behalf as utility provider, the City is also entering this Agreement on behalf of Blanco River Ranch Properties, L.P., the owner of

1307 acre parcel of real property located in the City, and/or its Extra-Territorial Jurisdiction, which such owner proposes to develop as master-planned, residential and commercial development consisting of approximately 1400 residential units and related amenities and improvements (the "*Blanco River Ranch Tract*"). The Blanco River Ranch Tract is depicted on the Property Map and more particularly described on Exhibit "A-6".

H. In addition to acting on its own behalf as utility provider, the City is also entering this Agreement on behalf of Lennar, the owner of 890 acre parcel of real property located in the extra-territorial jurisdiction of the City, which such owner proposes to develop as master-planned, residential development consisting of residential units and related amenities and improvements (the "*Plum Creek North Tract*"). The Plum Creek North Tract is depicted on the Property Map and more particularly described on Exhibit "A-7".

I. The City entered into a Retail Water and Wastewater Services Agreement (the "*Anthem Contract*") dated September 20, 2016 with Mountain City 150, LP ("MC 150") pursuant to which MC 150 agreed to pay its pro rata share in constructing an elevated water storage tank with a combined capacity of 2.039 million gallons (the "*Anthem Storage Tank*"). The Anthem Contract provides that, in connection with the construction of the Anthem Storage Tank, MC 150 agreed to construct: (i) a water force main and related appurtenances from the site of the Anthem Storage Tank to the main entryway into the residential development to be located on the Anthem Tract (the "*Anthem Water Main*"); (ii) a water force main and related pump stations and appurtenances from the Anthem Tract's proposed main entryway along FM 150 to a point of connection with the City's water system (the "*FM 150 Water Main*"), noted as the Point of Entry on the water facilities plan attached hereto as Exhibit "B" (the "*Water Facilities Plan*"); and, (iii) a one hundred thousand (100,000) gallon Ground Storage Tank, purely at the cost and benefit of Anthem.

J. MC 150 assigned the Anthem Contract to Anthem MUD in November 2016 and Anthem MUD has assumed all obligations of MC 150 in the Anthem Contract. MC 150 was subsequently dissolved, and Kyle 150 is the successor development entity for the Anthem Project.

K. The City entered into a De-annexation and Development Agreement (the "*6 Creeks Agreement*") dated May 16, 2017 with Blanco River Ranch Properties, LP, or its successors and assigns. On September 20, 2017, Blanco River Ranch Properties properly assigned its rights under the 6 Creeks Agreement to HMBRR. The 6 Creeks Agreement provides, among other things, that HMBRR shall (i) advance and pay a pro-rata share of the costs to construct the Anthem Storage Tank, (ii) construct a return line ("*Water Return Line*") from the Anthem Storage Tank to a delivery point noted on the Water Facilities Plan, and (iii) negotiate in good faith with the City if the City requests the oversizing of any utility facilities to be constructed pursuant to the 6 Creeks Agreement.

L. The original plan set forth in the Anthem Contract for the Anthem Storage Tank called for the construction of a combined 2.039 million gallon elevated storage tank

and a 100,000 gallon ground storage tank. The City has determined that the original plan in the Anthem Contract should be modified, based on modeling to accommodate functional need, so that a 800,000 gallon elevated storage tank ("*Anthem Elevated Storage Tank*" or the "*EST*") and a 500,000 gallon ground storage tank ("*Anthem Ground Storage Tank*") to be constructed on the site designated on the Water Facilities Plan. On the site of the Anthem Ground Storage Tank, additional property may be conveyed to the City for the site of an optional future 500,000 gallon ground storage tank expansion ("*Additional Ground Storage Tank*").

M. Subsequent to the execution of the Anthem Contract and the 6 Creeks Agreement, the City determined that the properties owned by Kyle 57, Beseda, and the Covey Fund would benefit from an oversized Water Return Line and capacity in the Anthem Ground Storage Tank and Anthem Elevated Storage Tank. Kyle 57, Beseda, and the Covey Fund are each agreeable to paying their pro-rata share of the Water Return Line the Anthem Ground Storage Tank and the Anthem Elevated Storage Tank, subject to the terms and conditions of this Agreement.

N. The Parties recognize that the FM 150 Water Main and the majority of the Water Return Line can be constructed in the same utility easement running alongside of FM 150, as depicted in the Water Facilities Plan, and that economies of scale exist to provide for costs savings for all Parties if the FM 150 Water Main and the Water Return Line are constructed concurrently.

O. Pursuant to the Anthem Contract, Anthem MUD or Kyle 150 on behalf of Anthem MUD is required to construct a 100,000 gallon ground storage tank within the timeframe required set forth in the Anthem Contract.

P. Anthem MUD has designed the FM 150 Water Main, the Anthem Ground Storage Tank, the Water Return Line and all other necessary, appropriate and related facilities. Henceforth the FM 150 Water Main, the Anthem Ground Storage Tank and the Water Return Line are known as the "*FM 150 Water Facilities*" or the "*Project*". Anthem MUD bid the Project, and the Project is in the process of being constructed in accordance with all applicable rules and regulations. The City has approved the plans specifications for the construction of the Project (the "*Approved Plans*").

Q. Construction of the Additional Ground Storage Tank will require there to be additional capacity in the Anthem Elevated Storage Tank to comply with all regulatory rules.

R. The City desires to cause the Anthem Elevated Storage Tank to be designed with an alternative design of 1 million gallons and to provide for cost participation in the oversized design and construction of the expanded facility. The 800,000 gallon tank will serve the parties to this Agreement. The alternative design will provide the City the option to participate in the cost of oversizing the Anthem Elevated Storage Tank from 800,000 gallons to 1 million gallons, and use the added capacity in the Anthem Elevated Storage Tank to accommodate the future construction of the Additional Ground Storage Tank.

S. The City has contracted with the owner of the Plum Creek North Tract to pay for its respective pro-rata share of the Anthem Elevated Storage Tank, and the City will make payment on behalf of such owner for such pro-rata share.

T. The City has anticipated the need of the Blanco River Ranch Tract, and while there is not a finalized development agreement for said property, there is an interim development agreement between the City and the owner of the Blanco River Ranch Tract, in place serving as a reasonable planning tool. The City has agreed to pay for such owner's pro-rata share of the Anthem Elevated Storage Tank. The City intends to recover such costs paid on behalf of such owner along with any other reasonable charges during their first phase of development of the Blanco River Ranch Tract.

U. This Agreement sets forth the Parties agreements regarding the financing and construction of the FM 150 Water Facilities, payment for the design, permitting, and construction of the FM 150 Water Facilities, and the Parties respective rights and obligations relating to the FM 150 Water Facilities. This Agreement further sets forth the agreements regarding the design, financing, and construction of the EST.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Article I. FM 150 Water Facilities

1.01. Project Schedule, Budget, and Participation Percentages.

(a) The Parties agree to cooperate with Anthem MUD's efforts to complete the construction of the FM 150 Water Facilities in accordance with the schedule attached as Exhibit "C" (the "Project Schedule"). The Project is underway and Anthem MUD will ensure construction of the Project is completed in accordance with this Agreement and the Project Schedule.

(b) The initial budget for the Project (the "Project Budget") is attached as Exhibit "D". The Project Budget will be updated as provided in this Agreement.

(c) The allocated shares of the costs of each component of the Project for Kyle 150 on behalf of Anthem MUD, the City (on behalf of the owners of the Blanco River Ranch Tract and Plum Creek North Tract), and each of the Water Return Line Users are set forth on the attached Exhibit "E" (the "Participation Percentages").

1.02. Project Management and Project Engineer. Kyle 150 on behalf of Anthem MUD will serve as project manager for the Project. Atwell, LLC will serve as the project engineer for the Project (the "Project Engineer").

1.03. Easements. All necessary utility easements to construct the FM 150 Water Main and the Water Return Line have been or will be made available to Kyle 150 prior to construction on the Project.

1.04. **Plan Preparation and Approval.** Kyle 150, on behalf of Anthem MUD, has caused the Approved Plans for the Project to be prepared by the Project Engineer sufficient to provide water service to the Water Return Line Users as required in this Agreement and in accordance with (i) the Anthem Contract; (ii) this Agreement; (iii) the Project Schedule; (iv) all applicable federal, State, and City laws, rules and regulations, including environmental regulations, that are applicable to the Project; and (v) good engineering and design practices. The Parties agree that the FM 150 Water Main and the Water Return Line are to be constructed concurrently. The Project Engineer has submitted the Approved Plans for the Project to the City and the Water Return Line Users and the City and the Water Return Line Users have approved such plans and specifications. The City warrants and represents that the Project and the Approved Plans meet all of its applicable legal requirements, and that the FM 150 Water Facilities once constructed in accordance with the Approved Plans are sufficient to provide water service to the Water Return Line Users as required by this Agreement without any further off-site improvements being required.

1.05. **Bidding and Contract Requirements.**

(a) The Project Engineer has advertised the Project for bid in the name of Kyle 150 on behalf of Anthem MUD in accordance with the legal requirements applicable to municipal utility districts, including Chapters 49 and 54, Texas Water Code, based on the design, plans and specifications approved by the Parties. At the time of the Effective Date of this Agreement, construction on the Project has commenced.

(b) The Project Engineer, at the request of any Party, will provide a copy of the bids and bid tabulation to such Party, as well as the award of the contract.

(c) The construction contract(s) for the Project includes the following provisions:

- (1) That the contractor(s) will comply with the requirements of Section 5(e) related to insurance;
- (2) That a minimum of Ten percent (10%) retainage shall be withheld from each payment made to the contractor(s);
- (3) That the contractor(s) will be liable for all damage or injury to persons or property directly resulting from the activities of the contractor, and contractor's employees, agents, and subcontractors, in coming upon or performing work on the Project sites;
- (4) That the contractor will indemnify the Parties from any liability arising out of claims arising due to contractor's activities within the Project work sites; and
- (5) Any other provisions required to be included in the contract(s) under this Agreement.



(d) The contractor(s) for the Project will be required to post payment and performance bonds with the City in the contract amount, and to carry commercial general liability insurance written on a "per-occurrence" basis in a minimum amount of \$1,000,000 combined single limit per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate, and both Kyle 150 and Anthem MUD will be named as additional insureds or beneficiaries, as appropriate, of such insurance and bonds. If the insurance of the contractor is cancelled, the contractor(s) will be required to promptly notify Kyle 150 and to obtain and provide proof of replacement insurance, meeting the requirements specified above, prior to continuing its work.

(e) Kyle 150, on behalf of Anthem MUD, has executed the construction contract(s) for the Project and, upon request, will deliver a copy of the contract to the Parties. Kyle 150 agrees to comply with all of the terms, conditions and covenants of the construction contract(s).

1.06. Construction; Inspection and Financing.

(a) Kyle 150, on behalf of Anthem MUD will cause the contractor(s) for the Project to continue with construction and to complete construction in accordance with the Project Schedule, the Anthem Contract, this Agreement, the Project Budget and the Approved Plans, after the Effective Date of this Agreement. The Project will be constructed in conformity with the Approved Plans, in a good and workmanlike manner, and all material used in such construction will be substantially free from defects and fit for its intended purpose. The Project Engineer will inspect the construction and provide Kyle 150 on behalf of Anthem MUD and the Parties with monthly construction status reports. Upon request, the Parties or a designee of a Party may accompany the Project Engineer to inspect construction on the Project.

(b) The Project Engineer will monitor and confirm the percentage of completion of the Project existing from time to time and deliver written notice to the Parties of the percentage of completion.

(c) Kyle 150, on behalf of Anthem MUD, shall receive all pay applications from the contractor(s) relating to the Project ("*Pay Applications*"). In order to obtain any progress payment payable to the contractor, Kyle 150 must:

(1) Cause the Project Engineer to prepare a statement of the percentage of construction of the Project completed to the date of the Contractor's Pay Application (the "*Completion Percentage*") and state that the pay application has been approved by the Project Engineer and Anthem MUD (the "*Approved Pay Application*");

(2) Obtain the Project Engineer's certification of the amount of the Approved Pay Application payable by each of the Water Return Line Users and the portion of the contract price remaining to be paid by the City and Kyle 150 on behalf of Anthem MUD to complete the payment of the Approved Pay Application (the "*Certification*"); and

(3) Obtain an affidavit signed by the contractor(s), in the form of a conditional waiver and release of lien upon progress payment, in a form reasonably acceptable to the Parties, including affirmation of payment of all subcontractors and vendors supplying labor and or materials for the Project ("*Waiver and Release*"). The Approved Pay Application, the Certification, and the Waiver and Release shall be delivered to the Parties no later than 20 days after delivery of a Pay Application. Pay Applications may not be submitted more frequently than monthly.

(d) Within 30 days of the receipt of the Approved Pay Application, Certification and Waiver and Release, the Parties must each fund their share of the Approved Pay Application as provided in this Agreement, less retainage and any other amounts allowed to be withheld under the construction contract(s), in accordance with State law. Each Party will make payment for its share of the Approved Pay Application directly to Kyle 150 by check, mailed to the applicable address in Section 4.03 of this Agreement, or by any alternative format approved by Kyle 150. Kyle 150 shall promptly and timely pay all outstanding amounts for Approved Pay Applications, including the pro rata share of Kyle 150.

(e) Failure of a Party to fund a payment contemplated in this Agreement shall not relieve Kyle 150 of its obligation to make timely payments to the contractor(s) for Approved Pay Applications for the Project.

(f) If a Party fails to timely make a required payment for an approved Pay Application, unless such payment has been properly disputed pursuant to the provisions of this Agreement, Kyle 150 on behalf of Anthem MUD may require said Party to pay the Party's remaining pro rata share of the Project to an escrow agent to be held in escrow pursuant to escrow agreement reasonably acceptable to Kyle 150 on behalf of Anthem MUD and such Party (the "*Payment for Remaining Pro Rata Share*"), as calculated by the Project Engineer, in accordance with the updated Project Budget and Participation Percentages. A Payment for Remaining Pro Rata Share will be made within thirty (30) days of notice by Kyle 150 and shall be held by the escrow agent and utilized to make payments on Approved Pay Applications as they are requested by the contractor(s).

(g) If a Party fails to timely make a required payment and, after notice from Kyle 150, fails to make a Payment for Remaining Pro Rata Share, such inaction will be considered a default under this Agreement and written notice of such default shall be provided to the City.

(h) The Parties may dispute a Pay Application by giving written notice to Kyle 150 and the Project Engineer of the amount of the Pay Application disputed and the specific basis for the dispute within twenty (20) days of receipt of the Pay Application; provided that a dispute will only be permitted if any of the Parties, in good faith, allege that the work covered by the Pay Application has not been completed in accordance with the applicable construction contract or the terms of this Agreement, or if there is a default by the contractor under the construction contract in question, and if the disputing Party



has paid any amount that is not in dispute. Failure to dispute a Pay Application in a timely and proper manner as described herein, waives the right to dispute.

(i) The Parties shall cooperate to resolve any dispute permitted under this Section 1.06 promptly in order to avoid a default under the construction contract or this Agreement.

(j) The Parties agree that change orders that increase the original contract price under the construction contract(s) for the Project by a cumulative amount of \$50,000 or less do not require approval. All change orders that increase the original contract price under the construction contract for the Project by more than \$50,000 in the aggregate must be approved by the City Council unless the change order is required by an emergency. The Parties will not unreasonably condition, withhold or delay their approval of any proposed change order. If any change order amends the contract price, the Project Engineer will promptly update the budget and provide a copy of the update to the Parties.

1.07. Completion. Upon final City inspection, the City shall approve the construction if completed in compliance with the approved plans. After City approval, Anthem MUD or Kyle 150 on behalf of Anthem MUD will convey the Project to the City and will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the Project to the City, including any maintenance bonds required by the City at the time of acceptance. Anthem MUD or Kyle 150 on behalf of Anthem MUD shall furnish evidence of the conveyance of facilities to the City contained in the Project to the Water Return Line Users promptly upon request. The City agrees to accept the Project for ownership, operation and maintenance upon such final completion, inspection and approval. The Parties intend that all costs of the Project incurred by Kyle 150, or any other Party to the Agreement, will be eligible for reimbursement from a water district or public improvement district, as applicable and as provided by state law. The Parties acknowledge and agree that only Kyle 150 has any right to reimbursement from Anthem MUD. The Parties each acknowledge and agree that any monies spent on improvements related to water service for the Parties' projects are not subject to reimbursement or purchase by Anthem MUD.

1.08. Default and Termination.

(a) If Kyle 150 defaults under this Agreement, the Parties shall have the ability individually or collectively to pursue any and all valid remedies at law or in equity, including specific performance, in a court of competent jurisdiction. Kyle 150 will be in default under this Agreement upon the occurrence of one or more of the following events (an "Event of Default"):

(1) Kyle 150 fails to commence or complete design and permitting of the Project in accordance with this Agreement; or fails to commence, diligently pursue or complete construction or fails to achieve completion of the Project in accordance with this Agreement, and fails to cure such failure within fifteen (15) days of receipt of written notice from any of the Water Return Line Users to do so; or

(2) Kyle 150 fails to perform any other obligation under this Agreement in the time and manner specified by this Agreement and fails to cure such failure within fifteen (15) days of receipt of written notice from any of the Water Return Line Users to do so.

(b) The City will have the right, but not the obligation, to assume the construction contract(s) and to complete the Project in the event of a default by Kyle 150 under this Agreement. If Kyle 150 defaults under this Agreement and the City elects to assume the construction contract(s), Kyle 150 shall cooperate with the City, including assignment of the construction contract(s), if necessary. To the extent the City assumes the construction contract(s), the City shall be obligated to perform all of the duties and obligations and shall have all of the rights of Kyle 150 under this Agreement.

Article II. Elevated Storage Tank

2.01. Project Schedule, Budget, and Participation Percentages. Anthem MUD, Kyle 150, HMBRR, Kyle 57, Beseda, the Covey Fund, and the City (the "EST Parties") agree to cooperate to complete the construction of the Anthem Elevated Storage Tank and all related facilities and appurtenances (the "EST Project") in accordance with the schedule attached as **Exhibit "F"** (the "EST Project Schedule"). The EST Parties' allocated shares of the costs of the EST Project are set forth in **Exhibit E**. The preliminary budget for the EST Project is reflected in attached **Exhibit D** and will be updated as provided in this Agreement.

2.02. EST Project Defined. The EST Project is further defined as the design, construction, and completion of the Anthem Elevated Storage Tank, in accordance with construction plans approved by the City, good engineering practices, and applicable local, state, and federal regulations, to be located on the property designated in **Exhibit B**. The EST Project will be designed as an 800,000 gallon elevated storage tank, and alternatively as a 1 million gallon elevated storage tank as provided in this Agreement.

2.03. Easements. The EST Parties will grant the City any easements needed for the construction and operation of the EST Project upon request by the City in a form acceptable to the City.

2.04. Design. Kyle 150, on behalf of Anthem MUD, will cause the EST Project to be designed in accordance with the EST Project Schedule. The EST Parties will share in the costs to design the EST Project, which is estimated to be \$324,000.00 (the "EST Design Costs") according to the Participation Percentages set forth in **Exhibit E**. The EST Parties shall pay for the EST Design Costs in accordance with the following schedule:

(1) Within 30 days of Kyle 150's delivery of written notice to the EST Parties, the EST Parties will deposit 25% of their respective portion of the EST Design Costs with the Kyle 150.

(2) Within 30 days of Kyle 150's delivery of written notice to the EST Parties that the EST Design Plans are 50% complete, the EST Parties will deposit an additional 25% of their respective portions of the EST Design Costs with Kyle 150.

(3) Within 30 days of the Kyle 150's delivery of written notice to the EST Parties that the EST Design Plans are complete, and have been approved by the City and any other governmental entities with jurisdiction over the construction of the EST Project, the EST Parties will deposit the final 50% of their respective portion of the EST Design Costs with Kyle 150.

(4) Kyle 150 shall use the EST Design Costs payments solely for the purpose of paying the consultant for designing the EST Project.

(5) If a EST Party fails to pay any installment of the EST Design Costs when due, Kyle 150 will deliver written notice to the EST Party of such failure and, if the EST Party does not deliver that installment of the EST Design Costs within 30 days of the date of the City's notice, the City may withhold further development approvals until the installment in question is delivered to the City.

2.05. Bidding the EST Project. Atwell, LLC will serve as the EST Project Engineer for the EST Project. The EST Project Engineer will advertise the EST Project for bid in the name of Kyle 150 on behalf of Anthem MUD in accordance with the legal requirements applicable to municipal utility districts including Chapters 49 and 54, *Texas Water Code*, and in accordance with the legal requirements applicable to the City including Local Government Code Chapter 252, based on the design, plans and specifications approved by the City. The bid advertisement or notice must be published within a time frame that allows for construction of the EST Project to commence by March 1, 2021.

(a) The EST Project Engineer will provide the City engineer and the City's purchasing agent with: (i) prior written notice of the dates for publication of the notice to bidders and the opening of the bids received in response to the notice; and (ii) a copy of the published bid notice.

(b) The bid documents will specifically include notice to the bidders of the requirement to submit a primary bid proposal for an 800,000 gallon elevated storage tank; the requirement to submit an alternative bid proposal for a 1,000,000 gallon elevated storage tank; the EST Project Schedule, including any liquidated damages imposed for non-compliance with the EST Project Schedule; and the requirement that the EST Parties will be jointly funding the cost of the EST Project as provided in this Agreement. The bid documents will also require that the bid prices for the EST Project be separately itemized. Should the City elect to oversize the Anthem Elevated Storage Tank, the City's cost share would be the incremental difference between the two bids.

(c) The EST Project Engineer will coordinate the receipt and opening of the bids, will provide a copy of the bids and bid tabulation to the EST Parties, City engineer and the City's purchasing agent for review, and will recommend, with the concurrence of

the City engineer, awarding the contract or contracts for the EST Project to the lowest responsible bidder or bidders.

(d) The City will notify the Project Engineer within thirty days of the date of the bid opening of the City's election to participate in the oversizing of the EST Project, and in such event, Kyle 150, LP on behalf of Anthem MUD shall enter into a contract for the construction of a 1 million gallon Anthem Elevated Storage Tank with the selected bidder. If the City declines to oversize the elevated storage tank, Kyle 150, LP on behalf of Anthem MUD shall enter into a contract for the construction of an 800,000 gallon Anthem Elevated Storage Tank with the selected bidder instead.

2.06. **Contract Terms.** The construction contract(s) for the EST Project will include the following provisions:

(a) That the EST Parties will each pay a share of the costs under the contract based on the Participation Percentages described in **Exhibit E** of this Agreement;

(b) That the contractor will comply with the requirements of Section 1.05(d) related to insurance;

(c) That a minimum of ten percent (10%) retainage shall be withheld from each payment made to the contractor; and

(d) That the contractor will be liable for all damage or injury to persons or property directly resulting from the activities of the contractor, and contractor's employees, agents, and subcontractors, in coming upon or performing work on the EST Project site;

(e) That the contractor will indemnify the EST Parties from any liability arising out of claims arising due to contractor's activities within the Anthem Elevated Storage Tank work site.

2.07. **Initial/Supplemental Construction Deposits, Refunds.** Within 15 days of the EST Project Engineer's delivery of notice of the recommended contract award(s), which will be accompanied by an updated budget based on the approved bid price(s), each EST Party will deliver to the City funds in the amount of 110% of its Participation Percentage of the revised cost of the EST Project as shown on the updated budget to secure its obligation to make payment when due under the construction contract(s) for the EST Project (the "*Construction Deposit*"). The Construction Deposit will be held by the City in a separate account, in trust for the EST Parties, and will be used solely to pay sums coming due under the EST Construction Contract. After construction of the EST is complete and the City has inspected and accepted the EST, the EST Project Engineer and the City shall work together to determine a final accounting of the EST Project. The final accounting shall be delivered to the EST Parties and the City will refund any funds remaining in the Construction Deposit to the EST Parties, based upon the pro rata contributions of the EST Parties and participant percentages included in Exhibit "E".

To the extent the Project Engineer determines that the anticipated costs of the EST Project have exceeded or will exceed the funds in the Construction Deposit, the Project Engineer will estimate the pro rata share of each EST Party relating to the cost

overruns. After approval of the estimated cost overruns by the City, the Project Engineer will provide notice to each EST Party and each EST Party will deliver to the City funds in the amount of its Participation Percentage of the estimated cost overruns within 30 days.

2.08. Insurance and Payment and Performance Bonds. The contractor(s) for the EST Project will be required to post payment and performance bonds with the City in the contract amount, and to carry commercial general liability insurance written on a "per-occurrence" basis in a minimum amount of \$1,000,000 combined single limit per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate, Kyle 150, LP and Anthem MUD will be named as additional insureds or beneficiaries, as appropriate, of such insurance and bonds. If the insurance of the contractor(s) for the EST Project is cancelled, the contractor will be required to promptly notify the EST Parties and the City and to obtain and provide proof of replacement insurance, meeting the requirements specified above, prior to continuing its work within the EST Project site.

2.09. Contract Execution. The EST Project Engineer will execute the construction contract for the EST Project and, upon execution, will promptly deliver a copy of the contract to the EST Parties. Each construction contract will provide that the City (or its designee) will have the right, but not the obligation, to assume the construction contract and to complete the EST Project in the event of a default by the EST Parties under this Agreement, including a failure by Kyle 150 to commence, pursue or complete the construction of the EST Project in accordance with the EST Project Schedule, as provided in **Exhibit F** of this agreement.

2.10. Construction Reports, Pay Applications, Change Orders.

(a) The EST Project will be constructed in strict conformity with the approved plans, in a good and workmanlike manner, and all material used in such construction will be substantially free from defects and fit for its intended purpose. The EST Project Engineer will inspect the construction and provide the Parties with monthly construction status reports.

(b) The EST Project Engineer will monitor and confirm the percentage of completion of the EST Project existing from time to time and deliver written notice to the EST Parties of the percentage of completion and any corresponding percentage payment to be made by the City pursuant to Article II of this agreement.

(c) The EST Project Engineer shall receive all pay applications from the contractor relating to the EST Project ("*EST Pay Applications*"). In order to obtain any progress payment payable to the contractor, Kyle 150 must:

- (1) cause the Project Engineer to prepare a statement of the percentage of construction of the EST Project completed to the date of the Contractor's Pay Application (the "*EST Completion Percentage*") and state that the pay application has been approved by the Project Engineer and Kyle 150 (the "*Approved EST Pay Application*");

(2) obtain the EST Project Engineer's certification of the amount of the Approved Pay Application attributable to each of the EST Parties and payable from the Construction Deposit and the portion of the contract price remaining that is attributable to each EST Party (the "EST Certification"); and

(3) obtain an affidavit signed by the contractor, in the form of a conditional waiver and release of lien upon progress payment, including affirmation of payment of all subcontractors and vendors supplying labor and or materials for the Project ("EST Waiver and Release").

The Approved EST Pay Application, the EST Certification, and the EST Waiver and Release shall be delivered to the Parties no later than 20 days after delivery of a Pay Application. Pay Applications may not be submitted more frequently than monthly.

(d) Within 30 days of the receipt of the Approved EST Pay Application, Certification and Waiver and Release, the City shall release payment from the Construction Deposit, less retainage, unless a Party has timely and properly objected to an EST Pay Application. The City shall promptly and timely pay all outstanding amounts for Approved EST Pay Applications, including the pro rata share of Kyle 150.

(e) A EST Party may dispute a EST Pay Application by giving written notice to the City, and the EST Project Engineer of the amount of the EST Pay Application disputed and the specific basis for the dispute within 15 days of receipt of the EST Pay Application; provided that a dispute will only be permitted if any of the EST Parties, in good faith, allege that the work covered by the EST Pay Application has not been completed in accordance with the applicable construction contract or if there is a default by the contractor under the construction contract in question, and any of the EST Parties shall pay any amount that is not in dispute.

(f) The EST Parties shall cooperate to resolve any dispute permitted under this Section promptly in order to avoid a default under the construction contract or this Agreement.

(g) Any change orders over \$50,000 or that increases the overall project cost by \$50,000 will be subject to approval by the City before work contemplated by the change order begins unless the change order is required by an emergency. The City will not unreasonably condition, withhold or delay its approval of any proposed change order. If any change order changes the contract price, the EST Project Engineer will promptly update the budget and provide a copy of the update to the City, Anthem MUD and Kyle 150. Anything to the contrary contained in this Subsection notwithstanding, the City's share of the original contract price under any construction contract for the EST Project may not be increased by change orders by more than 25% without City Council Approval.

2.11. Completion. Upon final City inspection and approval, Anthem MUD or Kyle 150 on behalf of Anthem MUD will convey the EST Project to the City and will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the EST Project to the City, including any maintenance bonds required by the City at the time of acceptance.

2.12. Default and Termination.

(a) If Kyle 150 defaults under Article II of this Agreement, the City will have the right, but not obligation, to assume the construction contract or contracts for the EST Project and proceed with the construction of the EST Project in accordance with the EST Project Schedule. In such case, the City will have the right to utilize the Construction Deposit to complete the EST Project. Kyle 150, or the remaining Parties if applicable, will be in default under this Agreement upon the occurrence of one or more of the following events (an "Event of Default"):

(1) Kyle 150 causes the EST Project to fail to commence or complete design; commence, diligently pursue or complete construction or to achieve completion in accordance with the EST Project Schedule and fails to cure such failure within 15 days of receipt of written notice from the City to do so; or

(2) An EST Party fails to post a Construction Deposit when required under this Agreement and fails to cure such failure within five days of receipt of written notice from the City to do so; or

(3) An EST Party fails to perform any other obligation under this Agreement in the time and manner specified by this Agreement and fails to cure such failure within 15 days of receipt of written notice from the City to do so.

(b) At any time following an Event of Default, the City may notify the EST Parties that the City intends to assume and perform Kyle 150's outstanding obligations under this Agreement for construction of the EST Project. If the City gives notice that the City intends to perform Kyle 150's outstanding obligations under this Agreement for the construction of the EST Project following an Event of Default, then the City may assume the construction contract or contract(s) and use the Construction Deposit to pay for the costs of construction of the Project (the "Performance Rights"). The City will further have the right to assign its Performance Rights to an owner or purchaser of land in the area that is intended to receive service through the Project (the "Service Area").

(c) If the City does not elect to exercise its Performance Rights, the City agrees that it will, upon the request of an EST Party or an assignee of an EST Party that is an owner or purchaser of land in the Service Area, assign its Performance Rights to the requesting EST Party or assignee of an EST Party. In such event, the assignee will assume the City's Performance Rights and the EST Parties agree that the assignee may assume the construction contract or contracts for and with respect to the design, permitting and construction of the EST Project and will have the right to make applications to the City for and to receive funding from the Construction Deposit held by the City, as provided in Section 2.07, to make payments as contemplated in Section 2.10.

Article III. Provision of Water Services

3.01 Service Commitment.

(a) Subject to the terms and conditions of this Agreement, including the payment of all applicable fees and charges as set forth below, the City agrees to provide water service to customers within the Covey Tract, Beseda Tract and Kyle 57 Tract (the "FM 150 Properties") in a quantity set forth in Exhibit D for such tracts (the "Service Commitment"). The quantity of water service made available to any connection within those tracts will be determined according to meter size in accordance with the City's rules, regulations, and policies.

(b) The City's obligation to serve each of the FM 150 Properties is expressly contingent on the respective owners of their respective tracts (including successors and assigns) being compliant with their obligations under this Agreement and with City's rules, regulations, and policies.

(c) City shall have no obligation to provide water service to any portion of the FM 150 Properties until all of the following condition precedents have been satisfied:

(1) the lands to be furnished water service have received final subdivision plat approval by all governmental entities;

(2) with jurisdiction, and recorded for the phase of development within the respective tract to be furnished water service;

(3) City has received all necessary governmental approvals for the provision of services to the respective tract;

(4) the internal water facilities required to provide service the respective have been completed in accordance with plans and specifications approved by City, are operational, and have been conveyed to and accepted by City;

(5) all easements and other real property interests in the respective tract required to be conveyed to City under this Agreement have been dedicated to City; and

(6) all required fees and charges have been paid to City.

(d) Notwithstanding anything in Section 3.01(c) above to the contrary, the City hereby acknowledges and agrees that the living unit equivalents ("LUEs") of water service capacity allocated to the FM 150 Properties in the Service Commitment is hereby capacity that is reserved to the owners of such tracts and may not be allocated or committed to any other owner, property or water service customer so long as this Agreement remains and full force and effect.

3.02 Service Commitment to HMBRR. The City confirms that by satisfying its obligations under this Agreement, HMBRR shall be entitled to receive water service

from the City to the 6 Creeks Tract (in an aggregate amount not to exceed 2,100 LUEs) as contemplated under Section 4.01 of the 6 Creeks Agreement and, except for internal water infrastructure, shall not be required to finance or construct any additional facilities relating to the provision of water service to the 6 Creeks Tract.

Article IV. Miscellaneous

4.01. **Force Majeure.** For purposes of this Agreement, "Force Majeure" means acts of God, including lightning, earthquakes, fires, hurricanes, storms, or floods; pandemics or epidemics; orders of the government of the United States, the State of Texas or any other governmental authority with jurisdiction over the Project or the EST Project; delays caused by a third party utility provider, to the extent the approval or cooperation of said third party utility providers is required for the Project or the EST Project, or delays in governmental or regulatory approvals required for the Project or the EST Project beyond the time periods provided for such approvals in the Project Schedule or EST Project Schedule that are not within the control of the party claiming the inability and could not have been avoided by the exercise of due diligence. If a Party is rendered unable by Force Majeure to carry out any of its obligations under this Agreement, whether in whole or in part, then the obligations of that Party, to the extent affected by the Force Majeure, will be suspended during the continuance of the inability only and the Party in question must resume performance at the earliest practicable time. As soon as reasonably possible after the occurrence of any event of Force Majeure relied upon to suspend performance, the party whose obligations are affected must give written notice that includes the details of the Force Majeure to the other Parties. If this written notice is not given within 15 days after the alleged event of Force Majeure, then no extension of time will be allowed. The cause of the delay, as far as possible, must be remedied with all reasonable diligence.

4.02. **Future Effect.** The provisions of this Agreement will be binding upon and inure to the benefit of the parties, their respective successors and assigns.

4.03. **Notices.** Any notice given under this Agreement must be in writing and may be given:

- (1) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid;
- (2) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid;
- (3) by personally delivering it to the Party; or
- (4) by facsimile or email with confirming copy sent by one of the other described methods of notice set forth above.

Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received.

For purposes of notice, the addresses of the Parties are as follows until otherwise provided:

Kyle 150:	Clark Wilson 5312 Park Hollow Lane Austin TX, 78746	Anthem MUD Winstead PC, Attn: Judy McAngus 401 Congress, Suite 2100 Austin, TX 78701
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Water Return Line Users:

HMBRR Development	HMBRR Development c/o Hanna/Magee Co. Attn: Jay Hanna 1011 North Lamar Blvd. Austin, Texas 78703
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Kyle 57	Milestone Community Builders, LLC Attn: Garrett Martin 9111 Jollyville Road, Suite 111 Austin, TX 78759	Kyle Mortgage Investors, LLC Attn: Linda Pastel 10800 Wilshire Blvd, Suite 2101 Los Angeles, CA 90024
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David Beseda	David Beseda 2310 Portofino Ridge Austin, Texas 78735
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The Covey Fund I, LP	Attn: Brett Findley, Principal 2205 N. Lamar, Blvd, Suite 113 Austin, Texas 78705
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City of Kyle	Attn: City Manager 100 W. Center Street Kyle, Texas 78640
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4.04. **Construction.** This Agreement will be construed under and in accordance with the laws of the State of Texas and all obligations hereunder are performable in Hays County, Texas. If any of the provisions of this Agreement are, for any reason, held to be invalid, illegal, or unenforceable, that invalidity, illegality or unenforceability will not affect the remainder of this Agreement, which will continue in full force and effect.

4.05. **Enforcement.** In addition to any other remedies available at law or in equity, the provisions of this Agreement will be enforceable by action for specific performance. If either party brings suit for the breach of any covenant, condition or agreement contained herein, then, in addition to any other remedies to which a party may

otherwise be entitled, the prevailing party will be entitled to recover all reasonable attorney's fees and expenses incurred in connection with that suit.

4.06. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Project, and no oral statements or prior written agreement not specifically incorporated therein or herein will be of any force and effect. No modification of this Agreement will be binding on a party hereto unless set forth in a written document, executed by such parties or a duly authorized agent, officer or representative thereof. All of the parties have participated in the negotiation and drafting of this Agreement; therefore, in the event of any ambiguity, the provisions of this Agreement will not be construed for or against any party.

4.07. Assignment.

(a) This Agreement may be assigned by the agreement of all Parties. Any assignment will be in writing, specifically set forth the assigned rights and obligations, and be executed by the proposed assignee. Consent to any proposed assignment will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the rights and obligations of HMBRR, Kyle 57, the Covey Fund and Beseda in Article I and Article II of this Agreement may be assigned or transferred to any subsequent purchaser or owner of their respective tracts without the consent of any other Party hereto being required.

(b) If a Party assigns its rights and obligations hereunder as to a portion of property, then the rights and obligations of any assignee and the Party will be severable, and the Party will not be liable for the nonperformance of the assignee and vice versa.

4.08. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- Exhibit A:** Property Map and Property Descriptions
(Exhibits A-1 through A-7)
- Exhibit B:** FM 150 Water Facilities Plan
- Exhibit C:** FM 150 Water Facilities Project Schedule
- Exhibit D:** FM 150 Water Facilities & Elevated Storage Tank Project Budget
- Exhibit E:** FM 150 Water Facilities & Elevated Storage Tank Participation Percentages
- Exhibit F:** EST Project Schedule
- Exhibit G:** EST Project Budget

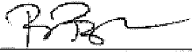
4.09. Authority for Execution. All Parties hereby certify, represent, and warrant that, to the extent applicable, the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Party.

4.10. **No Third-Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and the Parties do not intend by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than Kyle 150, the District, and the Water Return Line Users.

4.11. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

Executed on the date or dates indicated below, to be effective as of July 16, 2020.

Anthem Municipal Utility District:

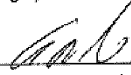
By: 

Name: Brandon Brvdson

Title: President

Date: 7/3/2020

Kyle 150, LP:

By:  Kyle 150, GP LLC
Name: Clark Wilken
Title: Manager
Date: 7-3-2020

HMBRR Inc.
By: Jay Hanna
Name: JAY HANNA
Title: V.P.
Date: 7.8.2020

DocuSign Envelope ID: FBCBB86E-DCAA-443C-A370-2EC8765B2BF2

Kyle 57:


By: **KYLE MORTGAGE INVESTORS, LLC**
a Colorado limited liability company

DocuSigned by:
Name: Linda Pastel
ES1440224183421

Printed Name: Linda Pastel

Title: Managing Partner

Date: 7/16/2020 | 3:26 PM CDT

David Beseda:
By: 
Name: DAVID BESEDA
Title: OWNER
Date: 7/6/20

The Covey Fund I, LP:

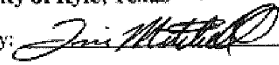
By: Covey Fund I, LP

Name: Brett Findley

Title: Manager

Date: 7/6/2020

City of Kyle, Texas

By: 

Name: Travis Mitchell

Title: Mayor

Date: 7/10/2020

EXHIBIT "A"

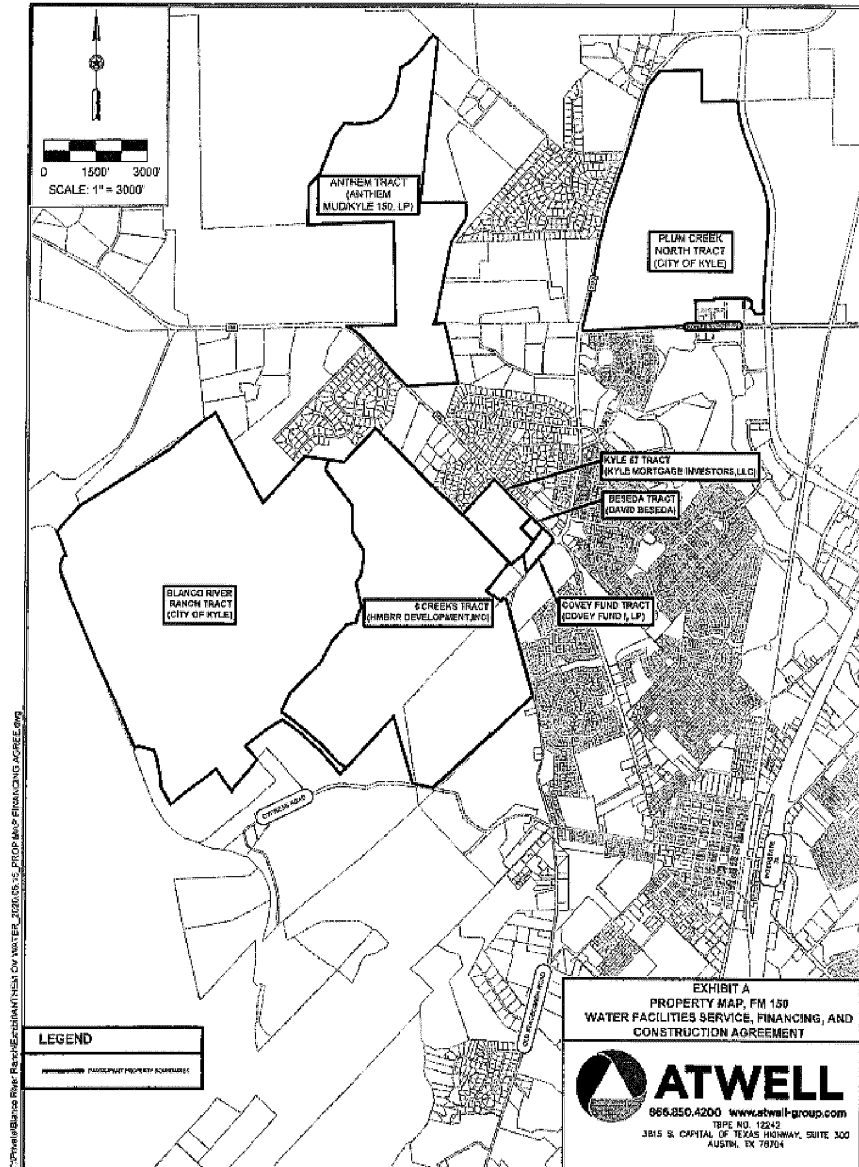


Exhibit "A-1"

"Anthem" Kyle 150, L.P.

**EXHIBIT A-1
PROPERTY DESCRIPTION
412.992 ACRES**

BEING 412.992 ACRES OF LAND LOCATED IN THE ANDREW DUNN LEAGUE, ABSTRACT NO. 4, THE JOHN COOPER SURVEY NO. 13, ABSTRACT NO. 100 AND THE JESSE DAY SURVEY, ABSTRACT 152 IN HAYS COUNTY, TEXAS AND BEING A REMAINDER OF THE SAME LAND CONVEYED TO MOUNTAIN CITY-150, L.P., CALLED TRACT 1, A 599.25 ACRE TRACT AND TRACT 2 A CALLED 73.693 ACRE TRACT AS DESCRIBED IN VOLUME 5272, PAGE 475 AND A CALLED 857 SQUARE FOOT TRACT 3 AND A 0.308 ACRE TRACT 4 AS DESCRIBED IN VOLUME 5272, PAGE 490 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 412.992 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/4-inch iron rod located on the northwesterly right of way line of RM 150, an 80 foot wide public right of way, for the southwest corner of said 73.693 acre Tract 2, same being the northwest corner of a called 17.95 acre tract described in a deed to Robert and Linda Rosebrock recorded in Volume 1126, Page 236 of the Hays County Deed Records;

THENCE, with the northwest right of way line of said RM 150 the following courses and distances:

1. N45°54'47"W, 312.73 feet with the westerly line of said 73.693 acre tract to a Texas Department of Transportation Type 1 Concrete Monument;
2. N44°00'03"W, 1476.41 feet to a Texas Department of Transportation Type 1 Concrete Monument found at the beginning of a curve to the left;
3. with the arc of said curve to the left, passing the most southerly southwest corner of said 599.25 acre tract, a found 3/8-inch iron rod at an arc distance of 39.42 feet, passing the southerly corner of a 875 square foot and 0.308 acre tract described in a deed to Mountain City - 150, L.P. in Volume 5272, Page 490 and continuing for an arc distance of 568.29 feet, having a radius of 1185.90 feet, a central angle of 27°27'23" and a chord bearing and distance of N57°43'45"W, 562.87 feet to a 1/2-inch iron rod with cap stamped "AST" set for corner on said northwesterly right of way line, same being on the southerly line of a called 581.00 acre tract described in a deed to M I W L S, LP and being a re-entrant corner and most westerly south corner of the herein described tract;

THENCE, leaving the northwesterly right of way line of RM 150 and with the common line of said 581.00 acre tract and said 599.25 acre tract the following courses and distances:

1. N88°36'39"E, 1422.09 feet to a 1/2-inch Iron pipe found for an angle point in said line;
2. N88°38'02"E, 25.14 feet to a Mag Nail in concrete for an interior ell corner of the herein described tract;
3. N01°42'12"W, 2818.15 feet to a found 8-inch diameter Cedar Fence Post for an interior ell corner of the herein described tract;

4. S87°57'12"W, 2442.13 feet to a found 8-inch diameter Cedar Fence Post for an exterior ell corner of the herein described tract, same being the southeast corner of said 752.05 acre tract;

THENCE, with the westerly line of said 599.25 acre tract, same being the easterly line of said 752.05 acre tract, N01°27'27"E, 1085.94 feet to a ½-inch iron rod with cap stamped "AST" found;

THENCE, leaving said westerly line and crossing said 599.25 acre tract, same being the south line of a called 250.097 acres to the City of Austin In Document No. 19010061 of the Official Public Records of Hays County, Texas the following courses and distances:

1. N42°57'57"E, 440.38 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
2. N20°52'40"E, 1067.39 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
3. N37°09'29"E, 492.15 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
4. S85°09'20"E, 319.53 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
5. N84°25'47"E, 294.59 feet to a ½-inch iron rod with cap stamped "AST" found for corner to the beginning of a curve to the left;
6. with the arc of a non-tangent curve to the left, 511.24 feet, having a radius of 871.82 feet, a central angle of 33°35'56" and a chord bearing and distance of N68°19'13"E, 503.95 feet to a ½-inch iron rod with cap stamped "AST" found for corner and a point of compound curvature;
7. with a compound curve to the left, 763.84 feet, having a radius of 1431.82 feet, a central angle of 30°33'56" and a chord bearing and distance of N32°21'48"E, 754.81 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
8. N08°59'58"E, 277.34 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
9. N09°56'17"E, 409.55 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
10. with the arc of a non-tangent curve to the left, 835.46 feet, having a radius of 2082.16 feet, a central angle of 22°59'23" and a chord bearing and distance of N48°50'55"E, 829.87 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
11. N37°50'06"E, 277.44 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
12. N45°32'16"E, 192.35 feet to a ½-inch iron rod with cap stamped "AST" found for corner on the southwesterly line of a called 1974.77 acre tract described in a deed as Tract 6, and recorded in Volume 3533, Page 150 of said deed records and being on the northeasterly line of said 599.25 acre tract;

THENCE, with said southwesterly line, same being the northeasterly line of said 599.25 acre tract, S47°09'20"E, 189.32 feet to a 5-inch diameter Cedar fence post found with 3 mag nails and shiner at the north corner of Tract 4, Indian Creek Ranch Subdivision as recorded in Volume 6, Page 59 of the Hays County Plat Records;

THENCE, leaving the southwesterly line of said 1974.77 acre tract, and with easterly line of said 599.25 acre tract the following courses and distances:

1. With the westerly line of said Indian Creek Ranch Tract 4, S06°08'47"W, 1374.75 feet to a ½-inch iron pipe found at the southwest corner of said tract 4, same being the northwest corner of Tract 2 of said Indian Creek Ranch and angle point in said easterly line;
2. With the westerly line of said Tract 2, S06°09'17"W, 2965.57 feet to a ½-inch iron rod with cap stamped "AST" found for corner;

THENCE, leaving said westerly line of said Tract 2 of Indian Creek Ranch, crossing said 599.25 acre tract the following courses and distances:

1. N 83°51'07" W a distance of 98.94' to a ½-inch iron rod with cap stamped "AST" found for corner;
2. S 06°08'54" W a distance of 281.11 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
3. N 89°15'50" E a distance of 1221.70 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
4. S 00°29'01" E a distance of 271.28 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
5. S 32°42'55" W a distance of 611.20 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
6. S 87°44'24" W a distance of 57.88 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
7. S 11°37'37" W a distance of 411.37 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
8. S 78°22'23" E a distance of 199.18 feet to a ½-inch iron rod with cap stamped "AST" found for corner in the west line of Hays Consolidated Independent School District;

THENCE, with the said west line of Hays Consolidated Independent School District, and with easterly line of said 599.25 acre tract the following courses and distances:

1. S11°36'28"W, 359.03 feet to an iron rod with cap stamped "McMillan" for an angle point in said line;
2. S10°09'51"W, 395.16 feet to an iron rod with cap stamped "McMillan" for an angle point in said line;
3. S10°11'50"W, 101.83 feet to an iron rod with cap stamped "McMillan" for an angle point in said line;
4. S10°09'55"W, 625.50 feet to an iron rod with cap stamped "McMillan" for an angle point in said line;
5. S12°41'22"W, 447.62 feet to a Nail in a 6-inch fence corner post for an angle point in said line;
6. S42°49'53"W, 93.56 feet to a 30-inch Live Oak tree for an angle point in said line;
7. S00°59'19"W, 13.67 feet to an iron rod with cap stamped RPLS 4542 at the southwest corner of said School District tract and the southeast corner of said 599.25 acre tract and being a point on the northerly line of said 73.693 acre Tract 2;

THENCE, with the northerly line of said 73.693 acre tract, N88°39'49"E, passing a ½-inch iron rod at 243.73 feet and continuing for a total distance of 325.41 feet to a ½-inch iron rod on the southerly line of said School District tract and being the northwest corner of Lot 6, Century Acres, a subdivision of record in Volume 6, Page 53 of the Hays County Plat Records;

THENCE, with said easterly line of said 73.693 acre tract and with the westerly line of said Lot 6 and 7 of said Century Acres and the easterly line of said Lot 2B and 2C Resubdivision of Lot 2B of the Resubdivision of Lot 2 Century Acres of record in Document No. 17040812 of the Hays County Official Public Records,

S13°28'59"E, 1658.91 feet to a ½-inch iron pipe found for the southeast corner of said 73.693 acre tract, same being the southwest corner of said Lot 2B and the common northerly corner of Lots 8 and 9 of Meadow Woods Section Two, a subdivision of record in Volume 3, Page 188 of said Plat Records, same being the northeast corner of said 17.95 acre tract;

THENCE, with the northerly line of said 17.95 acre tract, same being the southerly line of said 73.693 acre tract, S88°38'38"W, passing an iron rod with cap stamped "McMillan" at 103.02 feet and continuing for a total distance of 1505.09 feet to the POINT OF BEGINNING and containing, 412.992 acres of land, more or less.

Exhibit "A-2"

HMBRR -- "6 Creeks Tract"

Blanco River Ranch
858.70 acres

PROPERTY DESCRIPTION
EXHIBIT A

BEING 858.70 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS ¼ LEAGUE NO. 14, ABSTRACT 360, AND THE CALEB W. BAKER SURVEY, ABSTRACT 31 HAYS COUNTY, TEXAS AND BEING A PORTION OF TRACT I, A CALLED 1,971.29 ACRE TRACT AND ALL OF TRACT II, A CALLED 195.14 ACRE TRACT AS DESCRIBED IN A DEED FROM THE STATE OF TEXAS TO BLANCO RIVER RANCH, LP AND RECORDED IN VOLUME 5230, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 858.70 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH ALL BEARING REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

BEGINNING at an iron rod with aluminum cap stamped "Kent McMillian" found marking the most northerly corner of a called 311.56 acre tract described in a deed to Robert Nance recorded in Volume 4459, Page 137 of said Deed Records, same being the northwest corner of a called 195.14 acre tract described in the aforementioned deed to Blanco River Ranch as Tract II and being on the southeasterly line of said 1,971.29 acre Tract I;

THENCE, with the southerly line of said 1,971.29 acre tract, same being the northeasterly line of said 311.56 acre tract S43°59'58"W, 1916.27 feet to a ½-inch iron rod with cap stamped "AST" set on the northerly line of proposed RM 150;

THENCE, leaving said southerly line and crossing said 1,941.29 acre tract with the proposed northerly line of RM 150 the following courses and distances:

1. N65°08'51"W, 49.48 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the right;
2. with a curve to the right, 381.25 feet, having a radius of 925.00 feet, a central angle of 23°36'54" and a chord bearing and distance of N53°30'43"W, 378.55 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
3. N41°42'16"W, 336.00 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;
4. with the arc of said curve to the left, 151.93 feet, having a radius of 1100.00 feet, a central angle of 07°54'48" and a chord bearing and distance of N45°39'41"W, 151.81 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
5. N49°37'05"W, 572.43 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
6. N51°37'01"W, 75.00 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
7. N53°36'58"W, 749.01 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;

8. with the arc of said curve to the left, 93.33 feet, having a radius of 1025.00 feet, a central angle of 05°13'01" and a chord bearing and distance of N56°13'28"W, 93.30 feet to a ½-inch iron rod with cap stamped "AST" set for the most westerly southwest corner of the herein described tract;

THENCE leaving said proposed right of way line and with a dry creek, the following courses and distances:

1. N26°31'11"E, 563.37 feet to a calculated point;
2. N46°09'29"E, 1179.39 feet to a calculated point;
3. N28°22'57"E, 708.36 feet to a calculated point;
4. N44°16'34"E, 582.28 feet to a calculated point at the beginning of a curve to the right;
5. with a curve to the right, 297.90 feet, having a radius of 1184.66 feet, a central angle of 14°24'28" and a chord bearing and distance of N77°54'54"E, 297.12 feet to a calculated point;
6. N04°51'54"W, 125.14 feet to a calculated point;
7. N23°10'37"E, 321.60 feet to a calculated point;
8. N13°08'23"W, 681.62 feet to a calculated point;
9. N31°45'00"E, 255.79 feet to a calculated point;
10. N08°23'37"E, 473.49 feet to a calculated point;
11. N02°33'01"W, 195.07 feet to a calculated point;
12. N30°53'10"W, 576.14 feet to a calculated point;
13. N01°26'31"W, 729.89 feet to a calculated point;
14. N38°05'39"W, 1250.80 feet to a calculated point;
15. N20°33'26"E, 282.73 feet a ½-inch iron rod with cap stamped "AST" set for the most westerly northwest corner of the herein described tract on the northerly line of said 1,971.29 acre tract, same being on the southerly line of Park Land Lot 23 of Arroyo Ranch, Section One, a subdivision of record in Volume 10, Page 180 of the Hays County Official Public Records;

THENCE, with the northerly line of said 1,971.29 acre tract, S82°42'45"E, 432.46 feet to a point located in the centerline of the remains of an old stone fence corner for an angle point in the north line of the herein described tract, from which a ½"-inch iron rod bears S88°19'W, 37.5 feet;

THENCE, continuing with said northerly line, N43°55'32"E, 1271.63 feet to a 2-inch metal fence post at the most northerly northwest corner of said 1,971.29 acre tract and being the common corners of Lots 12, 13 and 19, Block D of said Arroyo Ranch Section One subdivision;

THENCE, with the easterly line of said 1,971.29 acre tract the following courses and distances:

1. S46°19'30"E, at 185.02 feet passing the south line of said Arroyo Ranch subdivision and north line of a 20.3 acre tract described in a deed to F. Javier, Jr et al and recorded in Volume 2813, Page 359 of said Official Public Records and continuing for a total distance of 887.68 feet to a found ½-inch iron rod for the south corner of said Javier tract, same being the westerly corner of

a 21.15 acre tract described in a deed to Nancy L. Russell and Randall W. Russell and recorded in Volume 4385, Page 135 of said Official Public Records;

2. S46°48'04"E, 579.01 feet to a found ¼-inch iron rod for the south corner of Russell and being the westerly corner of Quail Meadows Subdivision as recorded in Volume 7, Page 47 of the Hays County Plat Records;
3. With the southwesterly line of said subdivision, S46°06'19"E, 409.08 feet to ¼-inch iron rod for angle point;
4. S47°09'10"E, 405.41 feet to ½-inch iron rod for angle point;
5. S47°52'54"E, 295.90 feet to ½-inch iron rod for angle point;
6. S47°18'52"E, 296.88 feet to ½-inch iron rod for angle point;
7. S47°21'24"E, 132.10 feet to ½-inch iron rod for angle point;
8. S47°07'34"E, 179.01 feet to ½-inch iron rod for angle point;
9. S46°55'27"E, 248.69 feet to ¼-inch iron rod for most southerly corner of said subdivision and the westerly corner of a called 57.26 acre tract described in a deed to Kyle Mortgage Investors, LLC and recorded in Volume 3416, Page 789 of said Official Public Records;
10. S45°43'31"E, 436.59 feet to a fence post for angle point;
11. S46°32'55"E, 1447.00 feet to an iron rod with aluminum cap stamped "Kent McMillian" at an interior ell corner of said 1,971.29 acre tract;
12. Continuing with the easterly line of said 1,971.29 acre tract, S40°23'35"W, 1023.40 feet to a ½-inch iron rod found at the westerly corner of a called 1.259 acre tract described in a deed to Robin Robinson and recorded in Volume 5358, Page 587 of said Official Public Records;
13. S50°23'48"E, 255.70 feet to a fence post for angle point;
14. N40°43'43"E, 42.89 feet to a ½-inch iron rod with cap stamped "AST" set;
15. S52°09'40"E, at 85.22 feet passing a ½-inch iron rod found at the westerly corner of a called 0.72 acre tract described in a deed to Robin and Gale Robinson and recorded in Volume 4689, Page 363 of said Official Public Records and continuing for a total distance of 244.62 feet to a ¾-inch iron rod with cap stamped "AST" set;
16. N43°53'50"E, 92.19 feet to a ½-inch iron rod with cap stamped "AST" set;
17. S78°26'49"E, 101.27 feet ¼-inch iron rod found on the westerly right of way line of N. Old Stagecoach Road (width varies);

THENCE, with said westerly right of way line the following course and distances:

1. S16°21'49"E, 511.37 feet to a ½-inch iron rod with cap stamped "AST";
2. S16°20'38"E, 1420.21 feet to a 60d nail found next to a cedar fence post and
3. S16°48'53"E, 800.20 feet to a ½-inch iron rod with cap stamped "AST" set for the most easterly southeast corner of this tract;

THENCE, leaving said westerly right of way line and with fence along the southeasterly line of said 195.14 acre tract, S36°01'23"W, 42.36 feet to a cedar fence post;

THENCE, continuing with said southeasterly line, same being the northwesterly line of a called 132.59 acre tract described in a deed to Felder CND, LLC and recorded in Volume 5224, Page 246 of the Hays County Official Public Records the following courses and distances:

1. S48°36'08"W, 1583.50 feet to a cedar fence post;
2. N49°26'16"W, 34.23 feet to a cedar fence post;
3. S25°40'41"W, 39.42 feet to an iron rod with cap stamped "Vickrey";
4. S48°29'40"W, 2127.73 feet to a cedar fence post with "Mag Nail" on the northerly right of way line of Cypress Road (aka Limekiln Road) (width undetermined) at the southeast corner of said 195.14 acre tract from which an iron rod with aluminum cap stamped "Kent McMillian" bears S21°57'46"W, 50.84 feet;

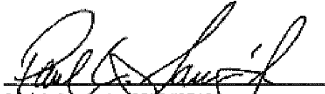
THENCE, with said northerly right of way line, N77°16'32"W, 599.91 feet to a cedar fence post on the easterly line of said 311.56 acre tract;

THENCE, with fence and the easterly line of said 311.56 acre and westerly line of said 195.14 acre tract the following courses and distances:

1. N16°48'19"W, 270.65 feet to a calculated angle point in said line and;
2. N17°13'44"W, 1607.95 feet to the POINT OF BEGINNING and containing 858.70 acres of land, more or less.

SURVEYOR'S STATEMENT

I hereby state that the Included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.



Paul C. Salve, Jr., RPLS #2518
Austin Spatial Technologies, LLC
December 5, 2016



Exhibit "A-4"

David Beseda
2310 Portofino Ridge
Austin, TX 78735
Travis County
Hays County Document Number 17041944

Being 4.847 acres of land, more or less, situated in the SAMUEL PHARASS SAURVEY,
ABSTRACT NO. 360, Hays County, Texas, and being a portion of that certain 62.10 acre
tract described in Correction Warranty Deed recorded in Volume 2671, Page 863,
Official Public Records, Hays County, Texas.

Exhibit "A-5"

Kyle Mortgage Investors LLC
10800 Wilshire Boulevard, Unit 2101
Los Angeles, CA 90024
Hays County Document Volume 2805 Page 659

Being 57.260 acres of land out of the SAMUEL PHARASS SAURVEY, ABSTRACT NO. 360,
Hays County, Texas,

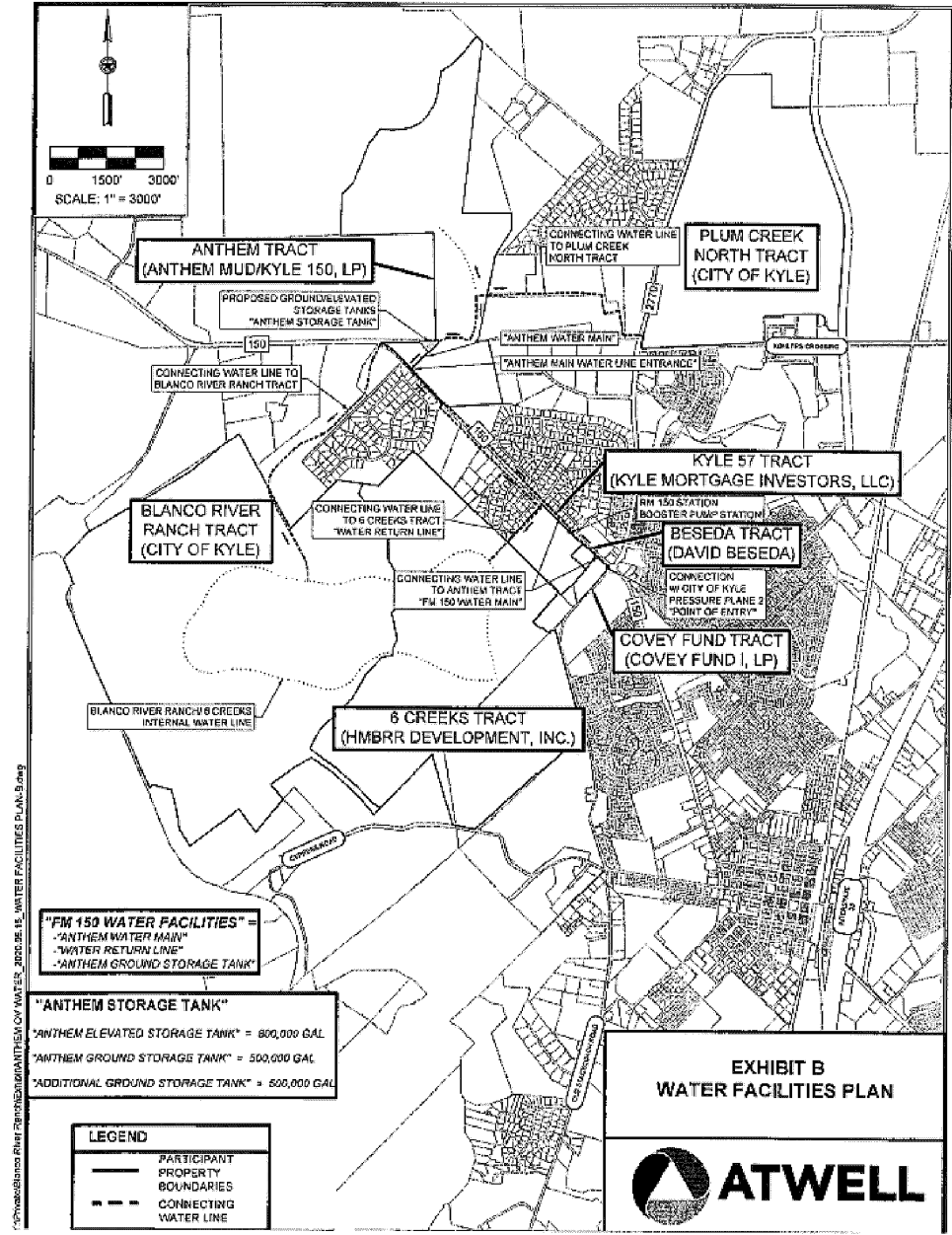


Exhibit "C"

FM 150 Water Facilities Project Schedule

- Water Line System including 12" feed line to Anthem, 16" distribution return line to 6 Creeks and all internal Anthem Phase 1A water lines estimated completion January 2021
- RM 150 Pump Station estimated completion date January 2021
- Hoover Drive Pump Station and initial ground storage tank estimated completion Date February 2021

Exhibit E
FM 150 Water Facilities & Elevated Storage Tank
Participation Percentages

	Anthem	G Creeks	Kyle 57	Fardley	Beseda	Lennar	BRR
RM 150 Return Line Participation	0%	72%	17%	7%	4%	0%	0%
Common RM 150 Pump Station and Transmission Main Participation	54%	33%	8%	3%	2%	0%	0%
RM 150 Pump Station Site Work	100%	0%	0%	0%	0%	0%	0%
Elevated and Ground Storage Tank Participation	19%	17%	4%	2%	1%	23%	35%
Hoover Drive Participation	33%	0%	4%	2%	1%	24%	37%

Exhibit F
EST Project Schedule

- Project Design Completion 1st Quarter 2021
- Design Review and Permitting 3rd Quarter 2021
- Bidding and Contract Award November 2021
- Complete Construction 4th Quarter 2022

Exhibit G

Estimated 800,000 gallon EST Project Budget

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

20056036 AMENDMENT
12/07/2020 03:17:02 PM Total Fees: \$258.25

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



**PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS
UNDER BLANCO RIVER RANCH (Phase One Residential Area)
DE-ANNEXATION AND DEVELOPMENT AGREEMENT**

This Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (this “**Assignment**”) is by and between **HMBRR LP**, a Texas limited partnership (“**Assignor**”), and **HMBRR Development, Inc.**, a Texas corporation (“**Assignee**”) as follows.

RECITALS

WHEREAS, the City of Kyle (the “**City**”) and Blanco River Ranch Properties, LP, a Texas limited partnership (“**BRRP**”), entered into the Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective May 16, 2017 and recorded as Document No. 17018505, Official Public Records of Hays County, Texas (the “**Original Development Agreement**”) with respect to 858.7 acres in Hays County, Texas more fully described in the Original Development Agreement (the “**Property**”); and

WHEREAS, by Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective September 20, 2017, and recorded under Document No. 17034183, Official Public Records of Hays County, Texas (the “**BRRP Assignment**”), BRRP assigned its rights under the Original Development Agreement as follows: (i) to Assignee, as to 61.49 acres of the Property more particularly described in the BRRP Assignment (“**Tract 1**”), (ii) to Assignor, as to 188.51 acres of the Property more particularly described in the BRRP Assignment (“**Tract 2**”) and (iii) to HMBRR LP #2, a Texas limited partnership (“**LP #2**”), as to 608.7 acres of the Property more particularly described in the BRRP Assignment (“**Tract 3**”); Assignor, Assignee and LP #2 may be referred to collectively as the “**HM Entities**”; and

WHEREAS, the City and the HM Entities modified the Original Development Agreement by First Amendment to Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (the “**First Amendment**”) dated effective October 6, 2020, and recorded under Document No. 20056036, Official Public Records of Hays County, Texas, and the term “**Development Agreement**” as used herein, refers to the Original Development Agreement as modified by the First Amendment; and

WHEREAS, Assignee is under common control with Hanna/Magee LP #1, a Texas limited partnership (“**Hanna/Magee**”), and Section 12.05(b) of the Original Development Agreement, as modified by the First Amendment, provides that, without the consent of City, any of the HM Entities may assign their rights and obligations under the Development Agreement to any entity controlling, controlled by or under common control with Hanna/Magee; and

WHEREAS, Assignor sold and conveyed to Assignee all of Tract 2 through two (2) separate transactions and now wishes to assign to Assignee Assignor’s rights and obligations under the Development Agreement (being all rights and obligations as to Tract 2).

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. The Recitals set out above are true and correct and are incorporated into this Assignment for all purposes.
2. Assignor assigns all its rights and obligations under the Development Agreement (being all rights and obligations as to Tract 2) to Assignee.
3. Assignee accepts the assignment of Assignor's rights and obligations under the Development Agreement as to Tract 2.
4. Hanna/Magee is executing this Assignment for the sole purpose of confirming that Assignee is under common control with Hanna/Magee.
5. To facilitate execution, this instrument may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a copy of a signature transmitted by facsimile or e-mail (e.g., .pdf or Adobe) will be deemed to be an original signature for all purposes. It is not necessary to confirm the copy transmitted by facsimile or e-mail (e.g., .pdf or Adobe) by delivery of the original. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

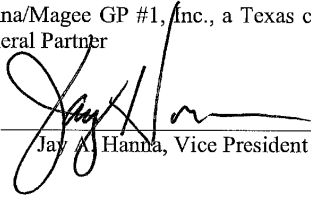
This Assignment shall be effective from and after the date executed by all parties and recorded in the Official Records of Hays County, Texas.

(Signature Pages Follow)

Assignor:

HMBRR LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,
General Partner

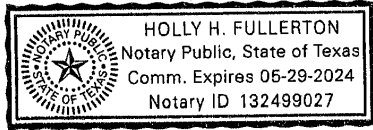
By: 
Jay A. Hanna, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30th day of Sept., 2021 by Jay A. Hanna, Vice President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of **HMBRR LP**, a Texas limited partnership, on behalf of said corporation and limited partnership.

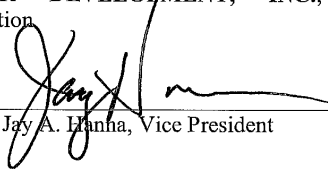
(SEAL)




Notary Public Signature

Assignee:

HMBRR DEVELOPMENT, INC., a Texas corporation

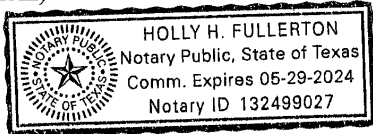
By: 
Jay A. Hanna, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30th day of Sept., 2021 by Jay A. Hanna, as Vice President of **HMBRR DEVELOPMENT, INC.**, a Texas corporation, on behalf of said corporation.

(SEAL)

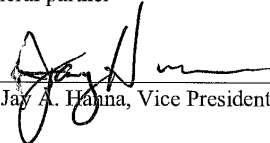



Notary Public Signature

Hanna/Magee has executed this Assignment for the sole purpose of confirming the representation contained in Paragraph 4.

HANNA/MAGEE L.P. #1, a Texas limited partnership

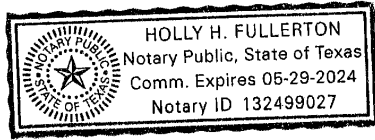
By: Hanna/Magee GP #1, Inc., a Texas corporation,
its general partner

By: 
Jay A. Hanna, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30th day of Sept, 2021 by Jay A. Hanna, as Vice President of Hanna/Magee GP #1, Inc., a Texas corporation that is General Partner of **HANNA/MAGEE LP #1**, a Texas limited partnership, on behalf of said corporation and limited partnership.





**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

21054961 ASSIGNMENT
10/05/2021 02:16:03 PM Total Fees: \$38.75

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



**PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS
UNDER BLANCO RIVER RANCH (Phase One Residential Area)
DE-ANNEXATION AND DEVELOPMENT AGREEMENT**

This Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (this “**Assignment**”) is by and between **HMBRR LP #2**, a Texas limited partnership (“**Assignor**”), and **HM 6 Creeks Development, Inc.**, a Texas corporation (“**Assignee**”) as follows.

RECITALS

WHEREAS, the City of Kyle (the “**City**”) and Blanco River Ranch Properties, LP, a Texas limited partnership (“**BRRP**”), entered into the Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective May 16, 2017 and recorded as Document No. 17018505, Official Public Records of Hays County, Texas (the “**Original Development Agreement**”) with respect to 858.7 acres in Hays County, Texas more fully described in the Original Development Agreement (the “**Property**”); and

WHEREAS, by Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective September 20, 2017, and recorded under Document No. 17034183, Official Public Records of Hays County, Texas (the “**BRRP Assignment**”), BRRP assigned its rights under the Original Development Agreement as follows: (i) to HMBRR Development, Inc., a Texas corporation (“**HMBRR Inc**”), as to 61.49 acres of the Property more particularly described in the BRRP Assignment (“**Tract 1**”), (ii) to HMBRR LP, a Texas limited partnership (“**HMBRR LP**”), as to 188.51 acres of the Property more particularly described in the BRRP Assignment (“**Tract 2**”) and (iii) to Assignor, as to 608.7 acres of the Property more particularly described in the BRRP Assignment (“**Tract 3**”); HMBRR Inc, HMBRR LP and Assignor may be referred to collectively as the “**HM Entities**”; and

WHEREAS, the City and the HM Entities modified the Original Development Agreement by First Amendment to Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (the “**First Amendment**”) dated effective October 6, 2020, and recorded under Document No. 20056036, Official Public Records of Hays County, Texas, and the term “**Development Agreement**” as used herein, refers to the Original Development Agreement as modified by the First Amendment; and

WHEREAS, Assignee is under common control with Hanna/Magee LP #1, a Texas limited partnership (“**Hanna/Magee**”), and Section 12.05(b) of the Original Development Agreement, as modified by the First Amendment, provides that, without the consent of City, any of the HM Entities may assign their rights and obligations under the Development Agreement to any entity controlling, controlled by or under common control with Hanna/Magee; and

WHEREAS, on or about September 23, 2020 (the “**Effective Date**”), Assignor sold and conveyed to Assignee 249.05 acres, more or less, out of Tract 3, which is more particularly described on **Exhibit A** attached to this Assignment (the “**249.05 Acres**”), and wishes to assign to Assignee Assignor’s rights and obligations under the Development Agreement as to the 249.05 Acres (but not as to the balance of Tract 3) as of the Effective Date, as more particularly described below.

{W1081793.2}

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. The Recitals set out above are true and correct and are incorporated into this Assignment for all purposes.
2. Assignor assigns all its rights and obligations under the Development Agreement *as to the 249.05 Acre Tract only* to Assignee. Assignor retains all rights and obligations under the Development Agreement as to the remainder of Tract 3.
3. Assignee accepts the assignment of Assignor's rights and obligations under the Development Agreement as to the 249.05 Acre Tract only.
4. Hanna/Magee is executing this Assignment for the sole purpose of confirming that Assignee is under common control with Hanna/Magee.
5. To facilitate execution, this instrument may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a copy of a signature transmitted by facsimile or e-mail (e.g., .pdf or Adobe) will be deemed to be an original signature for all purposes. It is not necessary to confirm the copy transmitted by facsimile or e-mail (e.g., .pdf or Adobe) by delivery of the original. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

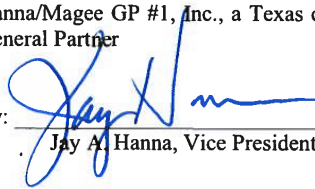
This Assignment shall be effective from and after the Effective Date.

(Signature Pages Follow)

Assignor:

HMBRR LP #2, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,
General Partner

By: 
Jay A. Hanna, Vice President

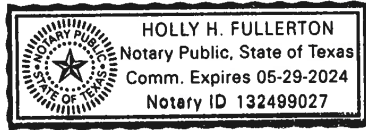
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30th day of Sept, 2021 by Jay A. Hanna, Vice President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of **HMBRR LP #2**, a Texas limited partnership, on behalf of said corporation and limited partnership.

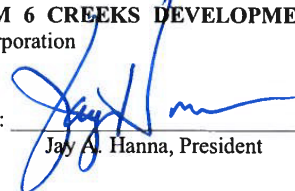
(SEAL)


Notary Public Signature



Assignee:

HM 6 CREEKS DEVELOPMENT, INC., a Texas corporation

By: 
Jay A. Hanna, President

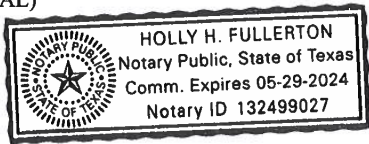
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30th day of Sept, 2021 by Jay A. Hanna, as President of **HM 6 CREEKS DEVELOPMENT, INC.**, a Texas corporation, on behalf of said corporation.

(SEAL)

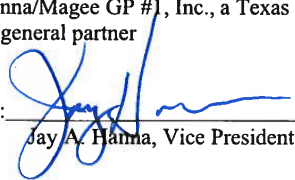

Notary Public Signature



Hanna/Magee has executed this Assignment for the sole purpose of confirming the representation contained in Paragraph 4.

HANNA/MAGEE L.P. #1, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,
its general partner

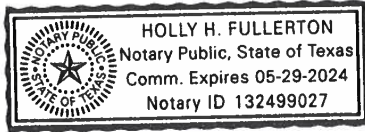
By: 
Jay A. Hanna, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30th day of Sept., 2021 by Jay A. Hanna, as Vice President of Hanna/Magee GP #1, Inc., a Texas corporation that is General Partner of **HANNA/MAGEE LP #1**, a Texas limited partnership, on behalf of said corporation and limited partnership.

(SEAL)




Notary Public Signature

EXHIBIT A

County: Hays
Project: 6-Creeks
Job No.: A201302
MB No.: 20-019

FIELD NOTES FOR 249.051 ACRES

Being a 249.051 acre tract of land located in the Samuel Pharass 1/4 League, Survey Number 14, Abstract Number 360 in Hays County, Texas. Said 249.051 acre tract being a portion of a called 608.70 acre tract of land recorded in the name of HMBRR, LP #2 in Document Number 17034180 of the Official Records of Hays County Texas (O.R.H.C.), said 249.051 acre tract of land being more particularly described by metes and bound as follows: *(Bearings are based on the Texas State Plane Coordinate System, South Central Zone).*

Beginning at capped iron rod found stamped "AST" for the most westerly corner of said 608.70 acre tract, said iron rod being the most southerly corner of Waterridge 150 District, Section 2, a subdivision as recorded in Document Number 19038655, O.P.R.H.C., said iron rod also being on the northerly line Waterridge Boulevard, a subdivision as recorded in Document Number 19038635, O.P.R.H.C.;

Thence, with the common line between said 608.70 acre tract and said Waterridge 150 subdivision, North 26 degrees 31 minutes 11 seconds East, passing at a distance of 554.24 the southeasterly corner of said Waterridge subdivision, being the most southerly corner of the remainder portion of a called 1971.29 acre tract of land recorded in the name of Blanco River Ranch, LP in Volume 5230 Page 583 of the Hays County Deed Records (H.C.D.R.), in all, a distance of 563.37 feet to a calculated point;

Thence, with the common line between said 608.70 acre tract and said 1971.29 acre remainder tract, the following four (4) courses and distances;

1. North 46 degrees 09 minutes 29 seconds East, a distance of 1179.39 feet to a calculated point;
2. North 28 degrees 22 minutes 57 seconds East, a distance of 708.36 feet to a calculated point;
3. North 44 degrees 16 minutes 34 seconds East, a distance of 582.28 feet to a calculated point;
4. 297.90 feet along the arc of a curve to the right, said curve having a central angle of 14 degrees 24 minutes 28 seconds, a radius of 1184.66 feet, and a chord that bears North 77 degrees 54 minutes 54 seconds East, a distance of 297.12 feet to a 1/2-inch iron rod found for the southeasterly corner of said 1971.29 acre remainder tract;

Thence, through and across said 608.70 acre tract and following the line established by a 250 acre survey dated 8-10-2020, the following fourteen (14) courses and distances;

1. 386.58 feet along the arc of a curve to the right, said curve having a central angle of 18 degrees 41 minutes 48 seconds, a radius of 1184.66 feet, and a chord that bears South 85 degrees 31 minutes 58 seconds East, a distance of 384.86 feet to a capped iron rod stamped "Atwell" found;
2. North 14 degrees 03 minutes 25 seconds East, a distance of 154.34 feet to a capped iron rod stamped "Atwell" found;
3. North 89 degrees 56 minutes 01 seconds East, a distance of 226.42 feet to a capped iron rod stamped "Atwell" found;

4. North 49 degrees 02 minutes 03 seconds East, a distance of 179.70 feet to a capped iron rod stamped "Atwell" found;
5. North 61 degrees 58 minutes 58 seconds East, a distance of 296.99 feet to a capped iron rod stamped "Atwell" found;
6. North 75 degrees 28 minutes 29 seconds East, a distance of 257.09 feet to a capped iron rod stamped "Atwell" found;
7. South 85 degrees 30 minutes 10 seconds East, a distance of 318.98 feet to a capped iron rod stamped "Atwell" found;
8. North 70 degrees 45 minutes 09 seconds East, a distance of 214.03 feet to a capped iron rod stamped "Atwell" found;
9. North 47 degrees 16 minutes 33 seconds East, a distance of 360.88 feet to a capped iron rod stamped "Atwell" found;
10. North 85 degrees 14 minutes 12 seconds East, a distance of 340.49 feet to a capped iron rod stamped "Atwell" found;
11. South 89 degrees 12 minutes 08 seconds East, a distance of 118.79 feet to a capped iron rod stamped "Atwell" found;
12. 483.09 feet along the arc of a curve to the left, said curve having a central angle of 14 degrees 14 minutes 46 seconds, a radius of 1942.92 feet, and a chord that bears South 06 degrees 19 minutes 30 seconds East, a distance of 481.84 feet to a capped iron rod stamped "Atwell" found;
13. South 13 degrees 23 minutes 08 seconds East, a distance of 751.43 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
14. South 76 degrees 44 minutes 31 seconds West, passing at a distance of a distance of 1.68 feet a northeasterly corner of 6 Creeks Boulevard Phase 1, Section 2 (Right-of-Way Only), a subdivision as recorded in Document Number 19019778, O.P.R.H.C., in all a total distance of 115.68 feet to a 1/2-inch iron rod found for a northwesterly corner of said 6 Creeks Boulevard Subdivision;

Thence, with the common line between said 608.70 acre tract and said 6 Creeks Boulevard Subdivision, the following four (4) courses and distances;

1. South 13 degrees 18 minutes 02 seconds East, a distance of 26.84 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
2. 116.85 feet along the arc of a curve to the right, said curve having a central angle of 92 degrees 59 minutes 02 seconds, a radius of 72.00 feet, and a chord that bears South 33 degrees 11 minutes 23 seconds West, a distance of 104.44 feet to a cotton spindle found;
3. South 80 degrees 21 minutes 31 seconds West, a distance of 34.11 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;

4. South 08 degrees 51 minutes 19 seconds East, passing at a distance of 120.00 feet, a 1/2-inch iron rod found for the southwesterly corner of said 6 Creeks Boulevard Subdivision, in all, a distance of 123.28 feet to a 5/8-inch iron rod set with cap stamped GBI Partners on the southerly line of said 608.70 acre tract, said iron rod being on the northerly line of 6 Creeks, Phase 1, Section 3, a subdivision as recorded in Document Number 19020754, O.P.R.H.C.;

Thence, with the common line between said 608.70 acre tract and said 6 Creeks, Phase 1, Section 3 Subdivision, 418.10 feet along the arc of a curve to the right, said curve having a central angle of 15 degrees 21 minutes 21 seconds, a radius of 1560.00 feet, and a chord that bears South 88 degrees 32 minutes 47 seconds West, a distance of 416.85 feet to a capped iron rod found stamped "AST" for an angle point on the southerly line of said 608.70 acre tract, said iron rod being an angle point in the northerly line of a called 153.0288 acre tract of land recorded in the name of HMBRR Development, Inc. in Document Number 200006092, O.P.R.H.C.

Thence, with the common line between said 608.70 acre tract and said 153.0288 acre tract the following five (5) courses and distances;

1. South 39 degrees 17 minutes 57 seconds West, a distance of 243.43 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
2. South 48 degrees 47 minutes 14 seconds West, a distance of 226.76 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
3. South 51 degrees 36 minutes 39 seconds West, a distance of 699.50 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
4. South 13 degrees 00 minutes 14 seconds West, a distance of 359.30 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
5. South 12 degrees 59 minutes 48 seconds West, a distance of 728.51 feet to capped iron rod stamped "Kent McMillian" for an angle point on the southerly line of said 608.70 acre tract, also being an angle point on the westerly line of said 153.0288 acre tract, said iron rod also being the most northerly corner of a called 311.56 acre tract of land recorded in the names of Robert Scott and Lanah Nance in Document Number 18006670, O.P.R.H.C.;

Thence, with the common line between said 608.70 acre tract and said 311.56 acre tract South 44 degrees 00 minutes 02 seconds West, a distance of 1916.25 feet to a capped iron rod found for the most southerly corner of said 608.70 acre tract, said iron rod being the most easterly corner of aforesaid Waterridge Boulevard Subdivision;

Thence, with the common line between said 608.70 acre tract and said Waterridge Boulevard Subdivision the following eight (8) courses and distances;

1. North 65 degrees 08 minutes 51 seconds West, a distance of 49.49 feet to a 1/2-inch iron rod found;
2. 381.25 feet along the arc of a curve to the right, said curve having a central angle of 23 degrees 36 minutes 54 seconds, a radius of 925.00 feet, and a chord that bears North 53 degrees 30 minutes 43 seconds West, a distance of 378.55 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
3. North 41 degrees 42 minutes 16 seconds West, a distance of 336.00 feet to a capped iron rod found stamped "AST";

4. 151.93 feet along the arc of a curve to the left, said curve having a central angle of 07 degrees 54 minutes 48 seconds, a radius of 1100.00 feet, and a chord that bears North 45 degrees 39 minutes 41 seconds West, a distance of 151.80 feet to a capped iron rod found stamped "AST";
5. North 49 degrees 37 minutes 05 seconds West, a distance of 572.43 feet to a capped iron rod found stamped "Atwell";
6. 75.01 feet along the arc of a curve to the left, said curve having a central angle of 03 degrees 59 minutes 53 seconds, a radius of 1075.00 feet, and a chord that bears North 51 degrees 37 minutes 01 seconds West, a distance of 75.00 feet to a capped iron rod found stamped "Atwell";
7. North 53 degrees 36 minutes 58 seconds West, a distance of 749.01 feet to a capped iron rod found stamped "AST";
8. 93.33 feet along the arc of a curve to the left, said curve having a central angle of 05 degrees 13 minutes 01 seconds, a radius of 1025.00 feet, and a chord that bears North 56 degrees 13 minutes 28 seconds West, a distance of 93.30 feet to the Point of Beginning and containing 249.051 acres of land.

GBI Partners, LP
TBPLS Firm No. 10194150
Ph: 512-296-2675
September 4, 2020



**PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS
UNDER BLANCO RIVER RANCH (Phase One Residential Area)
DE-ANNEXATION AND DEVELOPMENT AGREEMENT**

This Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (this “**Assignment**”) is by and between **HMBRR LP #2**, a Texas limited partnership (“**Assignor**”), and **HM 6 Creeks Development, Inc.**, a Texas corporation (“**Assignee**”) as follows.

RECITALS

WHEREAS, the City of Kyle (the “**City**”) and Blanco River Ranch Properties, LP, a Texas limited partnership (“**BRRP**”), entered into the Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective May 16, 2017 and recorded as Document No. 17018505, Official Public Records of Hays County, Texas (the “**Original Development Agreement**”) with respect to 858.7 acres in Hays County, Texas more fully described in the Original Development Agreement (the “**Property**”); and

WHEREAS, by Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective September 20, 2017, and recorded under Document No. 17034183, Official Public Records of Hays County, Texas (the “**BRRP Assignment**”), BRRP assigned its rights under the Original Development Agreement as follows: (i) to HMBRR Development, Inc., a Texas corporation (“**HMBRR Inc**”), as to 61.49 acres of the Property more particularly described in the BRRP Assignment (“**Tract 1**”), (ii) to HMBRR LP, a Texas limited partnership (“**HMBRR LP**”), as to 188.51 acres of the Property more particularly described in the BRRP Assignment (“**Tract 2**”) and (iii) to Assignor, as to 608.7 acres of the Property more particularly described in the BRRP Assignment (“**Tract 3**”); HMBRR Inc, HMBRR LP and Assignor may be referred to collectively as the “**HM Entities**”; and

WHEREAS, the City and the HM Entities modified the Original Development Agreement by First Amendment to Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (the “**First Amendment**”) dated effective October 6, 2020, and recorded under Document No. 20056036, Official Public Records of Hays County, Texas, and the term “**Development Agreement**” as used herein, refers to the Original Development Agreement as modified by the First Amendment; and

WHEREAS, Assignee is under common control with Hanna/Magee LP #1, a Texas limited partnership (“**Hanna/Magee**”), and Section 12.05(b) of the Original Development Agreement, as modified by the First Amendment, provides that, without the consent of City, any of the HM Entities may assign their rights and obligations under the Development Agreement to any entity controlling, controlled by or under common control with Hanna/Magee; and

WHEREAS, on or about September 23, 2020, Assignor sold and conveyed to Assignee 249.05 acres, more or less, out of Tract 3 (the “**249.05 Acres**”), and assigned to Assignee Assignor’s rights and obligations under the Development Agreement as to the 249.05 acres by Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement recorded under Document No. 21054962, Official Public Records of Hays County, Texas; and

WHEREAS, on or about December 15, 2021 (the “**Effective Date**”), Assignor sold and conveyed to Assignee 2 tracts of land out of Tract 3, consisting of (i) 93.991 acres, more or less, in Hays County,

Texas, more particularly described by metes and bounds on **Exhibit A** attached hereto, and (ii) 5.964 acres, more or less, in Hays County, Texas, more particularly described by metes and bounds on **Exhibit B** attached hereto (said 2 tracts of land, the “**99.955 Acres**”), and wishes to assign to Assignee Assignor’s rights and obligations under the Development Agreement as to the 99.955 Acres (but not as to the balance of Tract 3) as of the Effective Date, as more particularly described below.

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. The Recitals set out above are true and correct and are incorporated into this Assignment for all purposes.
2. Assignor assigns all its rights and obligations under the Development Agreement *as to the 99.955 Acre Tract only* to Assignee. Assignor retains all rights and obligations under the Development Agreement as to all of Tract 3 except the 249.05 Acres and the 99.955 Acres.
3. Assignee accepts the assignment of Assignor’s rights and obligations under the Development Agreement as to the 99.955 Acre Tract only.
4. Hanna/Magee is executing this Assignment for the sole purpose of confirming that Assignee is under common control with Hanna/Magee.
5. To facilitate execution, this instrument may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a copy of a signature transmitted by facsimile or e-mail (e.g., .pdf or Adobe) will be deemed to be an original signature for all purposes. It is not necessary to confirm the copy transmitted by facsimile or e-mail (e.g., .pdf or Adobe) by delivery of the original. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

This Assignment shall be effective from and after the Effective Date.

(Signature Pages Follow)

Assignor:

HMBRR LP #2, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,
General Partner

By: Jay A. Hanna
Jay A. Hanna, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15 day of December, 2021 by Jay A. Hanna, Vice President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of **HMBRR LP #2**, a Texas limited partnership, on behalf of said corporation and limited partnership.

(SEAL)



Corina R. Hinojos
Notary Public Signature

Assignee:

HM 6 CREEKS DEVELOPMENT, INC., a Texas corporation

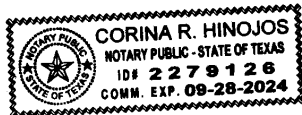
By: Jay A. Hanna
Jay A. Hanna, President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15 day of December, 2021 by Jay A. Hanna, as President of **HM 6 CREEKS DEVELOPMENT, INC.**, a Texas corporation, on behalf of said corporation.

(SEAL)

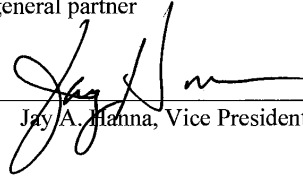


Corina R. Hinojos
Notary Public Signature

Hanna/Magee has executed this Assignment for the sole purpose of confirming the representation contained in Paragraph 4.

HANNA/MAGEE L.P. #1, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,
its general partner

By: 
Jay A. Hanna, Vice President

STATE OF TEXAS §

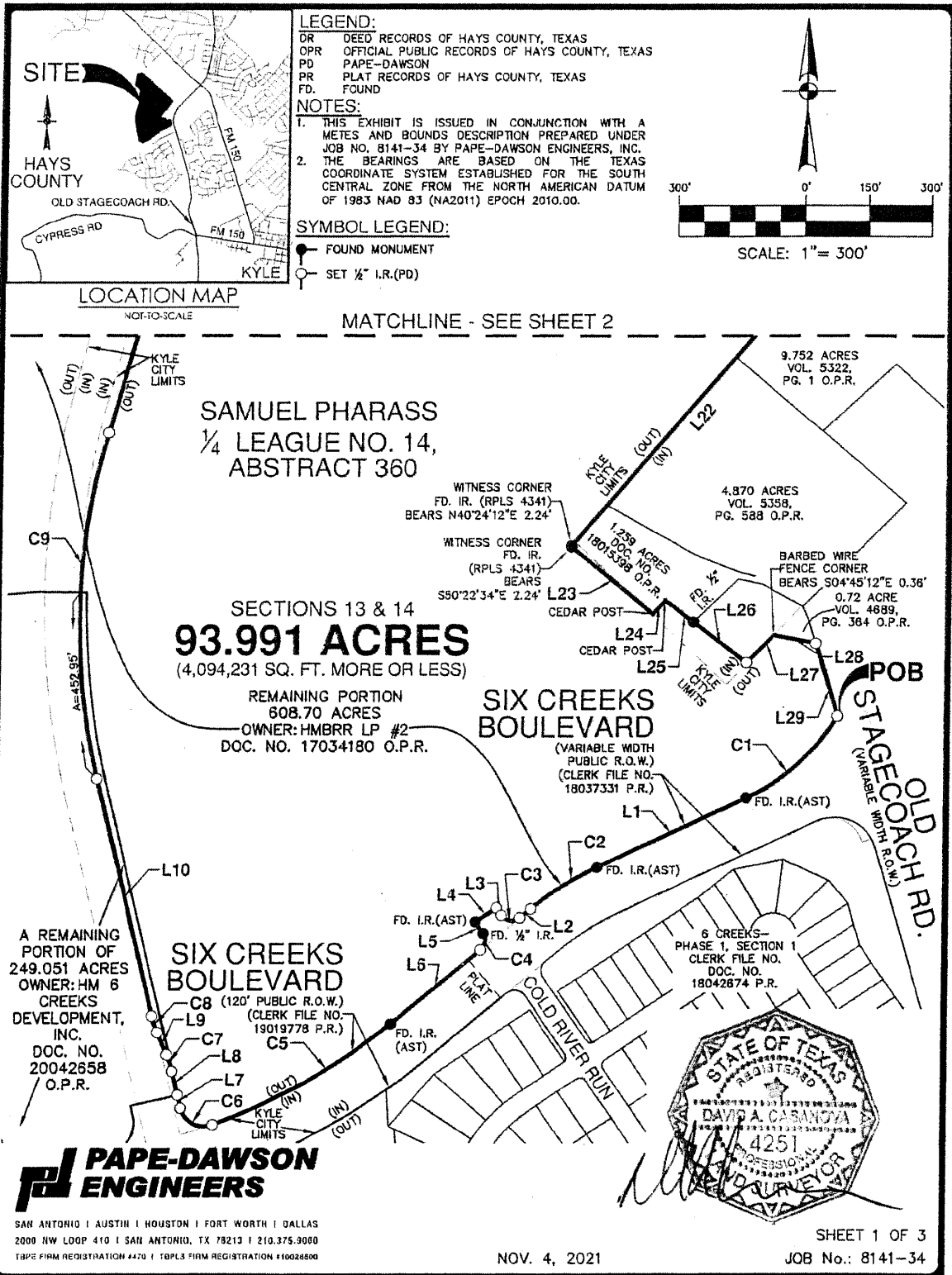
COUNTY OF TRAVIS §

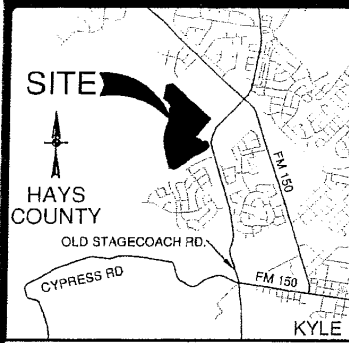
This instrument was acknowledged before me on the 15 day of December, 2021 by Jay A. Hanna, as Vice President of Hanna/Magee GP #1, Inc., a Texas corporation that is General Partner of **HANNA/MAGEE LP #1**, a Texas limited partnership, on behalf of said corporation and limited partnership.


Notary Public Signature

(SEAL)







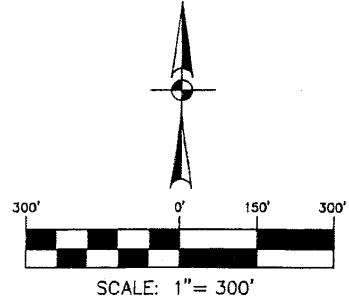
LOCATION MAP
NOT-TO-SCALE

LEGEND:

- DR DEED RECORDS OF HAYS COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- PD PAPE-DAWSON
- PR PLAT RECORDS OF HAYS COUNTY, TEXAS
- FD. FOUND

NOTES:

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 8141-34 BY PAPE-DAWSON ENGINEERS, INC.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	480.00'	35°08'55"	S47°04'30"W	289.87'	294.46'
C2	735.00'	14°30'01"	S57°23'57"W	185.52'	186.01'
C3	30.00'	95°40'18"	N82°00'55"W	44.47'	50.09'
C4	30.00'	84°19'42"	S07°59'05"W	40.28'	44.15'
C5	1440.00'	19°24'42"	S59°51'17"W	485.54'	487.87'
C6	57.00'	97°08'19"	N61°52'12"W	85.47'	96.64'
C7	250.00'	9°33'23"	N18°04'44"W	41.65'	41.70'
C8	250.00'	9°33'23"	N18°04'44"W	41.65'	41.70'
C9	1660.00'	29°04'49"	N01°14'22"E	833.51'	842.53'
C10	835.00'	71°53'15"	N20°09'51"W	980.28'	1047.65'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S64°38'57"W	388.58'
L2	S50°08'56"W	33.57'
L3	N34°10'46"W	21.39'
L4	S55°49'14"W	60.00'
L5	S34°10'46"E	33.31'
L6	S50°08'56"W	278.00'
L7	N13°18'02"W	32.89'
L8	N13°53'54"W	59.24'
L9	N22°51'25"W	57.79'
L10	N13°18'02"W	586.83'
L11	N15°46'46"E	546.29'
L12	N33°53'31"E	3.63'
L13	N18°43'01"E	151.17'
L14	N09°00'46"E	399.71'
L15	N79°21'50"E	241.28'

LINE TABLE		
LINE	BEARING	LENGTH
L16	S46°58'08"E	328.73'
L17	S45°43'42"E	436.10'
L18	S46°12'19"E	430.60'
L19	S47°15'38"E	126.22'
L20	S47°06'29"E	179.60'
L21	S46°30'08"E	711.43'
L22	S40°24'12"W	1023.81'
L23	S50°22'34"E	256.13'
L24	N40°11'13"E	43.39'
L25	S52°36'14"E	85.70'
L26	S51°46'44"E	159.05'
L27	N43°45'16"E	92.40'
L28	S78°19'50"E	101.35'
L29	S16°18'42"E	182.48'

Date: Nov 05, 2021, 4:17pm User: lb_sawagh
 File: R:\DWG\BHM-34\8141-34_SECTION 13 AND 14.dwg



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 HW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TSPS FIRM REGISTRATION #170 | TSPS FIRM REGISTRATION #1002860

NOV. 4, 2021

SHEET 3 OF 3
JOB No.: 8141-34

METES AND BOUNDS DESCRIPTION
FOR
SECTIONS 13 & 14

A 93.991 acre, or 4,094,231 square feet more or less, tract of land comprised of a portion of the 608.70 acre tract described in instrument to HMBRR LP #2 recorded in Document No. 17034180 in the Official Public Records of Hays County, Texas, and the 249.051 acre tract described in instrument to HM 6 Creeks Development, Inc. recorded in Document No. 20042658 in said Official Public Records, in the Samuel Pharass ¼ League No. 14, Abstract 360 and the Caleb W. Baker Survey, Abstract 31, partially in the City of Kyle, Hays County, Texas. Said 93.991 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At a set ½" iron rod with a yellow cap marked "Pape-Dawson", at the intersection of the west right-of-way line of Old Stagecoach Road, a variable width public right-of-way and Six Creek Boulevard, a variable width public right-of-way dedicated in Clerk File No. 18037331 in the Plat Records of Hays County, at an angle corner of said 608.70 acre tract;

THENCE: Along and with the north right-of-way line of said Six Creeks Boulevard, the following bearings and distances:

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 480.00 feet, a central angle of 35°08'55", a chord bearing and distance of S 47°04'30" W, 289.87 feet, for an arc length of 294.46 feet to a found iron rod with cap marked "AST";

S 64°38'57" W, a distance of 388.58 feet to a found iron rod with cap marked "AST";

Southwesterly, along a tangent curve to the left, said curve having a radius of 735.00 feet, a central angle of 14°30'01", a chord bearing and distance of S 57°23'57" W, 185.52 feet, for an arc length of 186.01 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 50°08'56" W, a distance of 33.57 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the right, said curve having a radius of 30.00 feet, a central angle of 95°40'18", a chord bearing and distance of N 82°00'55" W, 44.47 feet, for an arc length of 50.09 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 34°10'46" W, a distance of 21.39 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 55°49'14" W, a distance of 60.00 feet to a found iron rod with cap marked "AST";

S 34°10'46" E, a distance of 33.31 feet to a found ½" iron rod;

Southwesterly, along a tangent curve to the right, said curve having a radius of 30.00 feet, a central angle of 84°19'42", a chord bearing and distance of S 07°59'05" W, 40.28 feet, for an arc length of 44.15 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: S 50°08'56" W, continuing along and with the north right-of-way line of said Six Creeks Boulevard and the north right-of-way line of Six Creeks Boulevard dedicated in Clerk File No. 19019778 in said Plat Records, a distance of 278.00 feet to a found iron rod with cap marked "AST";

THENCE: Continuing along and with the north right-of-way line of said Six Creeks Boulevard (19019778), the following bearings and distances:

Southwesterly, along a tangent curve to the right, said curve having a radius of 1440.00 feet, a central angle of 19°24'42", a chord bearing and distance of S 59°51'17" W, 485.54 feet, for an arc length of 487.87 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a compound curve to the right, said curve having a radius of 57.00 feet, a central angle of 97°08'19", a chord bearing and distance of N 61°52'12" W, 85.47 feet, for an arc length of 96.64 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 13°18'02" W, a distance of 32.89 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on a south line of said 249.051 acre tract;

THENCE: Over and across said 249.051 acre tract, the following bearings and distances:

N 13°53'54" W, a distance of 59.24 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 250.00 feet, a central angle of 09°33'23", a chord bearing and distance of N 18°04'44" W, 41.65 feet, for an arc length of 41.70 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";



N 22°51'25" W, a distance of 57.79 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the right, said curve having a radius of 250.00 feet, a central angle of 09°33'23", a chord bearing and distance of N 18°04'44" W, 41.65 feet, for an arc length of 41.70 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 13°18'02" W, a distance of 586.83 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, along a tangent curve to the right, said curve having a radius of 1660.00 feet, a central angle of 29°04'49", a chord bearing and distance of N 01°14'22" E, 833.51 feet, at an arc length of 452.95 feet passing a north line of said 249.051 acre tract, continuing over and across said 608.70 acre tract, a total arc length of 842.53 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Continuing over and across said 608.70 acre tract, the following bearings and distances:

N 15°46'46" E, a distance of 546.29 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the left, said curve having a radius of 835.00 feet, a central angle of 71°53'15", a chord bearing and distance of N 20°09'51" W, 980.28 feet, for an arc length of 1047.65 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 33°53'31" E, a distance of 3.63 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 18°43'01" E, a distance of 151.17 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 09°00'46" E, a distance of 399.71 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 79°21'50" E, a distance of 241.28 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on a northeast line of said 608.70 acre tract and the southwest line of Lot 34, Quail Meadows Subdivision recorded in Volume 7, Page 47 in said Plat Records;

THENCE: S 46°58'08" E, along and with a northeast line of said 608.70 acre tract and a southwest line of said Quail Meadows Subdivision, a distance of 328.73 feet to a found ½" iron rod, at the south corner of Lot 35 and Lot 36 of said Quail Meadows Subdivision and the west corner of the 57.260 acre tract described in Volume 3416, Page 788 in said Official Public Records;

THENCE: Along and with a northeast line of said 608.70 acre tract and the southwest line of said 57.260 acre tract, the following bearings and distances:

S 45°43'42" E, a distance of 436.10 feet to a cedar post;

S 46°12'19" E, a distance of 430.60 feet to a cedar post;

S 47°15'38" E, a distance of 126.22 feet to a cedar post;

S 47°06'29" E, a distance of 179.60 feet to a 10" live oak;

S 46°30'08" E, a distance of 711.43 feet to a found iron rod with cap marked "RPLS 4341", at the easternmost corner of said 608.70 acre tract, an angle corner of said 57.260 acre tract and the north corner of the 9.752 acre tract described in Volume 5322, Page 1 in said Official Public Records;

THENCE: S 40°24'12" W, along and with a southeast line of said 608.70 acre tract, the northwest line of said 9.752 acre tract, the northwest corner of the 4.870 acre tract described in Volume 5358, Page 588 in said Official Public Records and the northwest line of the 1.259 acre tract described in Document No. 18015398 in said Official Public Records, a distance of 1023.81 feet to a point, at an angle corner of said 608.70 acre tract and the west corner of said 1.259 acre tract, from which a found iron rod with cap marked "RPLS 4341" described as a witness corner in said Document No. 18015398 bears N 40°24'12" E, a distance of 2.24 feet and a second found iron rod with cap marked "RPLS 4341" also described as a witness corner in said Document No. 18015398 bears S 50°22'34" E, a distance of 2.24 feet;

THENCE: Along and with said 608.70 acre tract and said 1.259 acre tract, the following bearings and distances:

S 50°22'34" E, a distance of 256.13 feet to a cedar post;

N 40°11'13" E, a distance of 43.39 feet to a cedar post;



S 52°36'14" E, a distance of 85.70 feet to a found ½" iron rod, at an angle corner of said 608.70 acre tract, a south corner of said 1.259 acre tract and the west corner of the 0.72 acre tract described in Volume 4689, Page 364 in said Official Public Records;

THENCE: Along and with said 608.70 acre tract and said 0.72 acre tract, the following bearings and distances:

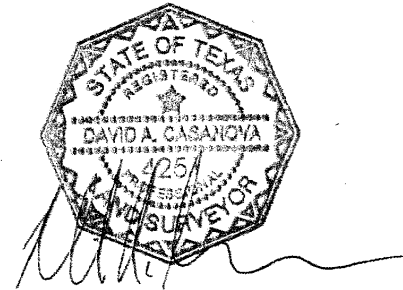
S 51°46'44" E, a distance of 159.05 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

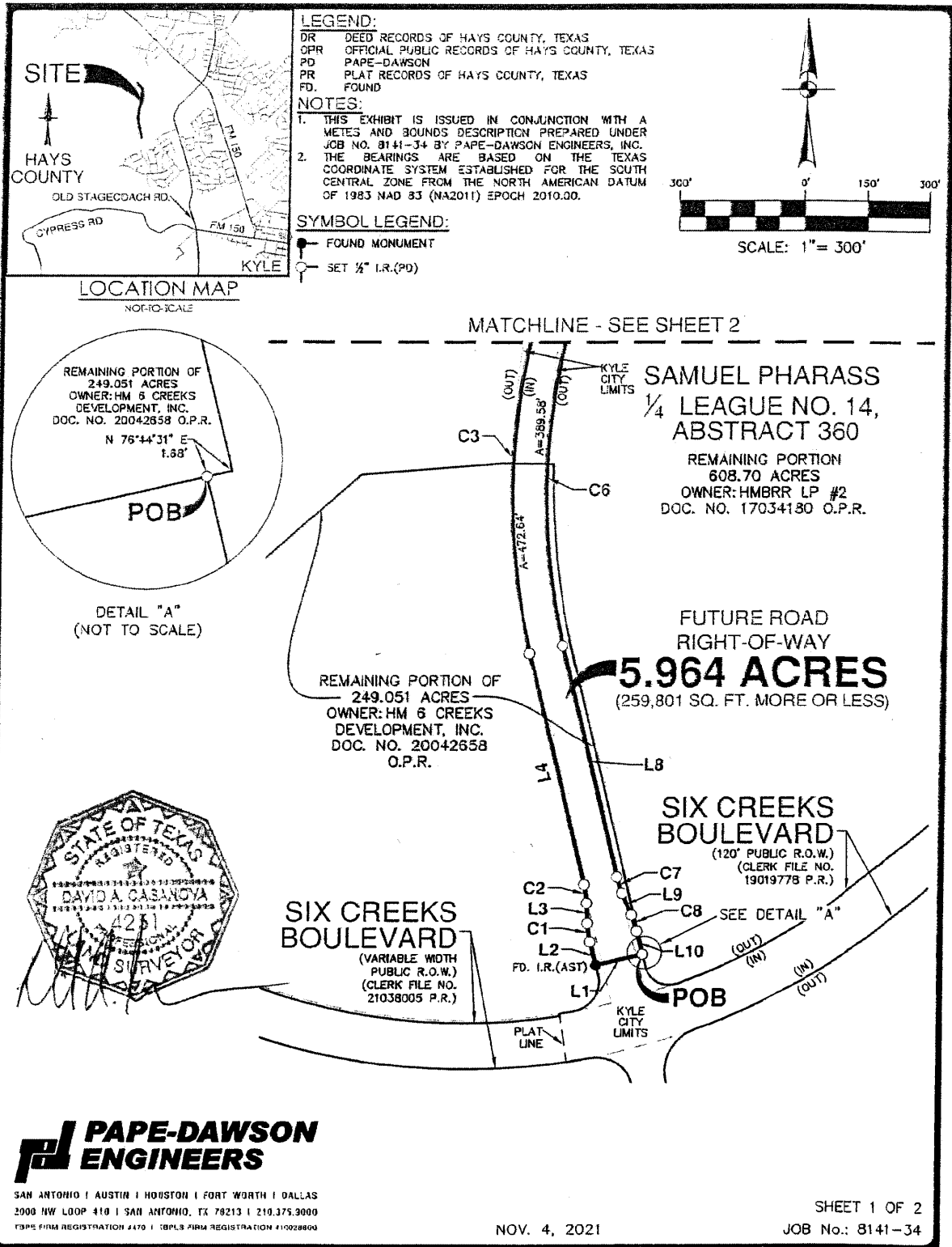
N 43°45'16" E, a distance of 92.40 feet to a point, from which a barbed wire fence corner bears S 04°45'12" E, a distance of 0.36 feet;

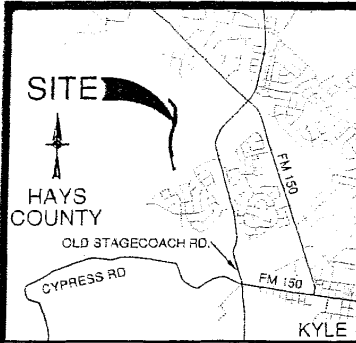
S 78°19'50" E, a distance of 101.35 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on the west right-of-way line of said Old Stagecoach Road, at an angle corner of said 608.70 acre tract and the south corner of said 0.72 acre tract;

THENCE: S 16°18'42" E, along and with the west right-of-way line of said Old Stagecoach Road and an east line of said 608.70 acre tract, a distance of 182.48 feet to the POINT OF BEGINNING and containing 93.991 acres partially in the City of Kyle, Hays County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 8141-34 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: November 4, 2021
JOB NO. 8141-34
DOC. ID. N:\CIVIL\8141-34\WORD\8141-34 FN 93.991 AC.docx







LOCATION MAP
NOT-TO-SCALE

LEGEND:

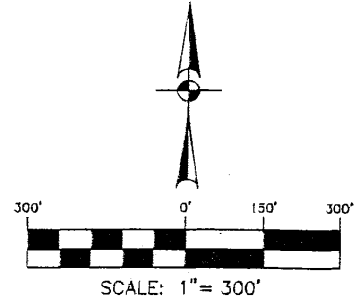
- DR DEED RECORDS OF HAYS COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- PD PAPE-DAWSON
- PR PLAT RECORDS OF HAYS COUNTY, TEXAS
- FD. FOUND

NOTES:

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 8141-34 BY PAPE-DAWSON ENGINEERS, INC.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

SYMBOL LEGEND:

- FOUND MONUMENT
- SET 1/2" I.R.(PD)



LINE TABLE		
LINE	BEARING	LENGTH
L1	S76°44'31"W	114.00'
L2	N13°53'54"W	59.16'
L3	N02°45'46"W	49.39'
L4	N13°18'02"W	586.83'
L5	N15°46'46"E	546.29'
L6	N33°53'31"E	80.00'
L7	S15°46'46"W	546.29'
L8	S13°18'02"E	586.83'
L9	S22°51'25"E	57.79'
L10	S13°53'54"E	59.24'

CALEB W. BAKER SURVEY, ABSTRACT 31

APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE (NOT FIELD VERIFIED)

C5 SAMUEL PHARASS 1/4 LEAGUE NO. 14, ABSTRACT 360

REMAINING PORTION
608.70 ACRES
OWNER: HMBRR LP #2
DOC. NO. 17034180 O.P.R.

FUTURE ROAD RIGHT-OF-WAY
5.964 ACRES
(259,801 SQ. FT. MORE OR LESS)

MATCHLINE - SEE SHEET 1

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	250.00'	10°32'17"	N08°01'54"W	45.92'	45.98'
C2	250.00'	10°32'17"	N08°01'54"W	45.92'	45.98'
C3	1740.00'	29°04'49"	N01°14'22"E	873.68'	883.13'
C4	755.00'	71°53'15"	N20°09'51"W	886.36'	947.28'
C5	835.00'	71°53'15"	S20°09'51"E	980.28'	1047.65'
C6	1660.00'	29°04'49"	S01°14'22"W	833.51'	842.53'
C7	250.00'	9°33'23"	S18°04'44"E	41.65'	41.70'
C8	250.00'	9°33'23"	S18°04'44"E	41.65'	41.70'



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 HW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBP'S FIRM REGISTRATION #479 | TBP'S FIRM REGISTRATION #1002880

Date: Nov 05, 2021, 4:28pm User ID: dmanj08
File: N:\AMEL\8141-34\8141-34_5.964_AU_ROR.dwg

NOV. 4, 2021

SHEET 2 OF 2
JOB No.: 8141-34

METES AND BOUNDS DESCRIPTION
FOR A
FUTURE ROAD RIGHT-OF-WAY

A 5.964 acre, or 259,801 square feet more or less, tract of land comprised of a portion of the 608.70 acre tract described in instrument to HMBRR LP #2 recorded in Document No. 17034180 in the Official Public Records of Hays County, Texas, and the 249.051 acre tract described in instrument to HM 6 Creeks Development, Inc. recorded in Document No. 20042658 in said Official Public Records, in the Samuel Pharass ¼ League No. 14, Abstract 360 and the Caleb W. Baker Survey, Abstract 31, partially in the City of Kyle, Hays County, Texas. Said 5.964 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At a set ½" iron rod with a yellow cap marked "Pape-Dawson" on a south line of said 249.051 acre tract and the north right-of-way line of Six Creeks Boulevard, a 120-foot public right-of-way dedicated in Document No. 19019778 in the Plat Records of Hays County, Texas, from which the easternmost corner of said 249.051 acre tract bears N 76°44'31" E, a distance of 1.68 feet;

THENCE: S 76°44'31" W, along and with the north right-of-way line of said Six Creeks Boulevard and a south line of said 249.051 acre tract, a distance of 114.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Departing the north right-of-way line of said Six Creeks Boulevard, over and across said 249.051 acre tract, the following bearings and distances:

N 13°53'54" W, a distance of 59.16 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 250.00 feet, a central angle of 10°32'17", a chord bearing and distance of N 08°01'54" W, 45.92 feet, for an arc length of 45.98 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 02°45'46" W, a distance of 49.39 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the left, said curve having a radius of 250.00 feet, a central angle of 10°32'17", a chord bearing and distance of N 08°01'54" W, 45.92 feet, for an arc length of 45.98 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 13°18'02" W, a distance of 586.83 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, along a tangent curve to the right, said curve having a radius of 1740.00 feet, a central angle of 29°04'49", a chord bearing and distance of N 01°14'22" E, 873.68 feet, at an arc length of 472.64 feet passing a north line of said 249.051 acre tract, continuing over and across said 608.70 acre tract for a total arc length of 883.13 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Continuing over and across said 608.70 acre tract, the following bearings and distances:

N 15°46'46" E, a distance of 546.29 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the left, said curve having a radius of 755.00 feet, a central angle of 71°53'15", a chord bearing and distance of N 20°09'51" W, 886.36 feet, for an arc length of 947.28 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 33°53'31" E, a distance of 80.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 835.00 feet, a central angle of 71°53'15", a chord bearing and distance of S 20°09'51" E, 980.28 feet, for an arc length of 1047.65 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 15°46'46" W, a distance of 546.29 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southwesterly, along a tangent curve to the left, said curve having a radius of 1660.00 feet, a central angle of 29°04'49", a chord bearing and distance of S 01°14'22" W, 833.51 feet, at an arc length of 389.58 feet passing a north line of said 249.051 acre tract, continuing over and across said 249.051 acre tract for a total arc length of 842.53 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Continuing over and across said 249.051 acre tract, the following bearings and distances:

S 13°18'02" E, a distance of 586.83 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

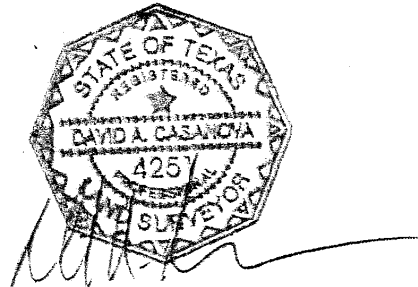
Southeasterly, along a tangent curve to the left, said curve having a radius of 250.00 feet, a central angle of $09^{\circ}33'23''$, a chord bearing and distance of $S 18^{\circ}04'44'' E$, 41.65 feet, for an arc length of 41.70 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$S 22^{\circ}51'25'' E$, a distance of 57.79 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the right, said curve having a radius of 250.00 feet, a central angle of $09^{\circ}33'23''$, a chord bearing and distance of $S 18^{\circ}04'44'' E$, 41.65 feet, for an arc length of 41.70 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$S 13^{\circ}53'54'' E$, a distance of 59.24 feet to the POINT OF BEGINNING and containing 5.964 acres partially in the City of Kyle, Hays County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 8141-34 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: November 4, 2021
JOB NO. 8141-34
DOC. ID. N:\CIVIL\8141-34\WORD\8141-34 FN 5.964 AC.docx



11-GF# 202102039A JPB
Return to: Heritage Title
200 W 6th Street, Suite 1600
Austin, TX 78701

**PAPE-DAWSON
ENGINEERS**

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

21068716 ASSIGNMENT
12/16/2021 10:30:45 AM Total Fees: \$90.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



**PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS
UNDER BLANCO RIVER RANCH (Phase One Residential Area)
DE-ANNEXATION AND DEVELOPMENT AGREEMENT**

This Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (this “**Assignment**”) is by and between **HMBRR LP #2**, a Texas limited partnership (“**Assignor**”), and **HM 6 Creeks Development, Inc.**, a Texas corporation (“**Assignee**”) as follows.

RECITALS

WHEREAS, the City of Kyle (the “**City**”) and Blanco River Ranch Properties, LP, a Texas limited partnership (“**BRRP**”), entered into the Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective May 16, 2017 and recorded as Document No. 17018505, Official Public Records of Hays County, Texas (the “**Original Development Agreement**”) with respect to 858.7 acres in Hays County, Texas more fully described in the Original Development Agreement (the “**Property**”); and

WHEREAS, by Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective September 20, 2017, and recorded under Document No. 17034183, Official Public Records of Hays County, Texas (the “**BRRP Assignment**”), BRRP assigned its rights under the Original Development Agreement as follows: (i) to HMBRR Development, Inc., a Texas corporation (“**HMBRR Inc**”), as to 61.49 acres of the Property more particularly described in the BRRP Assignment (“**Tract 1**”), (ii) to HMBRR LP, a Texas limited partnership (“**HMBRR LP**”), as to 188.51 acres of the Property more particularly described in the BRRP Assignment (“**Tract 2**”) and (iii) to Assignor, as to 608.7 acres of the Property more particularly described in the BRRP Assignment (“**Tract 3**”); HMBRR Inc, HMBRR LP and Assignor may be referred to collectively as the “**HM Entities**”; and

WHEREAS, the City and the HM Entities modified the Original Development Agreement by First Amendment to Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (the “**First Amendment**”) dated effective October 6, 2020, and recorded under Document No. 20056036, Official Public Records of Hays County, Texas, and the term “**Development Agreement**” as used herein, refers to the Original Development Agreement as modified by the First Amendment; and

WHEREAS, Assignee is under common control with Hanna/Magee LP #1, a Texas limited partnership (“**Hanna/Magee**”), and Section 12.05(b) of the Original Development Agreement, as modified by the First Amendment, provides that, without the consent of City, any of the HM Entities may assign their rights and obligations under the Development Agreement to any entity controlling, controlled by or under common control with Hanna/Magee; and

WHEREAS, on or about September 23, 2020, Assignor sold and conveyed to Assignee 249.05 acres, more or less, out of Tract 3 (the “**249.05 Acres**”), and assigned to Assignee Assignor’s rights and obligations under the Development Agreement as to the 249.05 acres by Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement recorded under Document No. 21054962, Official Public Records of Hays County, Texas; and

WHEREAS, on or about December 15, 2021, Assignor sold and conveyed to Assignee 2 tracts of land out of Tract 3, consisting of (i) 93.991 acres, more or less, in Hays County, Texas, and (ii) 5.964 acres,

more or less, in Hays County, Texas (said 2 tracts of land, the “**99.955 Acres**”), and assigned to Assignee Assignor’s rights and obligations under the Development Agreement as to the 99.955 Acres by Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement recorded under Document No. 21068716, Official Public Records of Hays County, Texas; and

WHEREAS, on or about September 20, 2022 (the “**Effective Date**”), Assignor sold and conveyed to Assignee all remaining portions of Tract 3, being more particularly described as follows:

Tract 1:

Being all of that certain tract or parcel of land consisting of 608.7 acres, more or less, situated in the Samuel Pharass Survey No. 14, Abstract No. 360 and the Caleb W. Baker Survey No. 78, Abstract No. 31, Hays County, Texas, being conveyed by deed recorded under Document No. 17034180 of the Official Public Records of Hays County, Texas, SAVE AND EXCEPT therefrom any portion thereof included within (i) 6 CREEKS BOULEVARD, PHASE 1, SECTION 1 (RIGHT OF WAY ONLY), a subdivision in Hays County, Texas, according to the map or plat thereof recorded under Document No. 18037331 of the Official Public Records of Hays County, Texas, (ii) 6 CREEKS BOULEVARD, PHASE 1, SECTION 2 (RIGHT OF WAY ONLY), a subdivision in Hays County, Texas, according to the map or plat thereof recorded under Document No. 19019778 of the Official Public Records of Hays County, Texas, (iii) 6 CREEKS BOULEVARD, PHASE 1, SECTION 3 (RIGHT OF WAY ONLY), a subdivision in Hays County, Texas, according to the map or plat thereof recorded under Document No. 21038005 of the Official Public Records of Hays County, Texas, (iv) 6 CREEKS-PHASE 1, SECTION 8A, a subdivision in Hays County, Texas, according to the map or plat thereof recorded under Document No. 21058478 of the Official Public Records of Hays County, Texas, (v) that called 249.051 acres, more or less, conveyed by deed recorded under Document No. 20042658 of the Official Public Records of Hays County, Texas, (vi) that called 93.881 acres, more or less, called Tract 1 and conveyed by deed recorded under Document No. 21068715 of the Official Public Records of Hays County, Texas, and (vii) that called 5.964 acres, more or less, called Tract 2 and conveyed by deed recorded under Document No. 21068715 of the Official Public Records of Hays County, Texas;

Tract 2:

Lot 115, Block A, 6 CREEKS-PHASE 1, SECTION 8A, a subdivision in Hays County, Texas, according to the map or plat thereof recorded under Document No. 21058478 of the Official Public Records of Hays County, Texas;

and Assignor wishes to assign to Assignee all of Assignor’s remaining rights and obligations under the Development Agreement as of the Effective Date, are more particularly described below.

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. The Recitals set out above are true and correct and are incorporated into this Assignment for all purposes.

2. Assignor assigns all its remaining rights and obligations under the Development Agreement to Assignee, so that Assignor retains no remaining rights and obligations under the Development Agreement.
3. Assignee accepts the assignment of Assignor's rights and obligations under the Development Agreement. Following this Assignment, Assignee (and not Assignor) will have all rights and obligations under the Development Agreement as to the entirety of Tract 3.
4. Hanna/Magee is executing this Assignment for the sole purpose of confirming that Assignee is under common control with Hanna/Magee.
5. To facilitate execution, this instrument may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a copy of a signature transmitted by facsimile or e-mail (e.g., .pdf or Adobe) will be deemed to be an original signature for all purposes. It is not necessary to confirm the copy transmitted by facsimile or e-mail (e.g., .pdf or Adobe) by delivery of the original. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

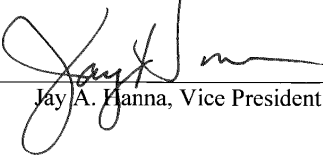
This Assignment shall be effective from and after the Effective Date.

(Signature Pages Follow)

Assignor:

HMBRR LP #2, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,
General Partner

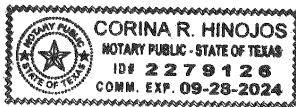
By: 
Jay A. Hanna, Vice President

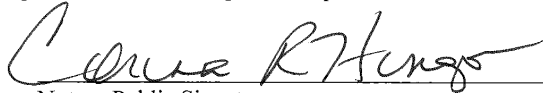
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19 day of September, 2022 by Jay A. Hanna, Vice President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of **HMBRR LP #2**, a Texas limited partnership, on behalf of said corporation and limited partnership.

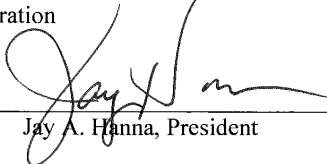
(SEAL)




Notary Public Signature

Assignee:

HM 6 CREEKS DEVELOPMENT, INC., a Texas corporation

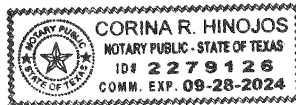
By: 
Jay A. Hanna, President


STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19 day of September, 2022 by Jay A. Hanna, as President of **HM 6 CREEKS DEVELOPMENT, INC.**, a Texas corporation, on behalf of said corporation.

(SEAL)




Notary Public Signature

Hanna/Magee has executed this Assignment for the sole purpose of confirming the representation contained in Paragraph 4.

HANNA/MAGEE L.P. #1, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,
its general partner

By: 
Jay A. Hanna, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19 day of September 2022 by Jay A. Hanna, as Vice President of Hanna/Magee GP #1, Inc., a Texas corporation that is General Partner of **HANNA/MAGEE LP #1**, a Texas limited partnership, on behalf of said corporation and limited partnership.


Notary Public Signature

(SEAL)



11-GF# 202203395 JPB
Return to: Heritage Title
200 W 6th Street, Suite 1600
Austin, TX 78701

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

22044746 ASSIGNMENT
09/21/2022 09:31:45 AM Total Fees: \$42.75

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



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**CITY OF KYLE, TEXAS • SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025
(6 CREEKS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3B PROJECT)**



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